



Amendment No. 6
to
Agreement No. 4700 NG150000029
for
Social Services
between
FOUNDATION FOR THE HOMELESS, INC.
and the
CITY OF AUSTIN
(Family Rehousing Initiative)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is **Two Hundred Sixty Four Thousand Five Hundred Nineteen dollars (\$264,519)**. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 713,958
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 42,837	\$ 756,795
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 11,604	\$ 768,399
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 6,452	\$ 774,851
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 264,519	\$ 1,039,370
Amendment No. 5: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 264,519	\$ 1,303,889
Amendment No. 6: Exercise Extension Option #3 (Oct. 1, 2020 – Sept. 30, 2021)	\$ 264,519	\$ 1,568,408

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 10/14/2020]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 10/14/2020]

Exhibit B.3 -- Compensation Terms is added to the agreement.

Exhibit C -- Equal Employment/Fair Housing Office/Non-Discrimination Certification is deleted in its entirety and replaced with a new **Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification, Israel Verification, and Conflicts of Interest** [Revised 4/13/2020]

- 4.0** The Terms and Conditions for this Agreement are deleted in their entirety and replaced with the following:

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 Engagement of the Grantee. Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Grantee is engaged to provide the services set forth in the attached Agreement Exhibits.

1.1.1 This Agreement entered into between the City and the Grantee is designated a Social Services REIMBURSABLE Agreement.

1.2 Responsibilities of the Grantee. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

1.3 Responsibilities of the City. The City's Contract Manager will be responsible for exercising general oversight of the Grantee's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Agreement, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Grantee, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Grantee timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Grantee's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Grantee.

1.4 Designation of Key Personnel. The City's Contract Manager for this Agreement, to the extent stated in the preceding Section 1.3, shall be responsible for oversight and monitoring of Grantee's performance under this Agreement as needed to represent the City's interest in the Grantee's performance.

1.4.1 The City's Contract Manager or designee:

- may meet with Grantee to discuss any operational issues or the status of the services or work to be performed; and
- shall promptly review all written reports submitted by Grantee, determine whether the reports comply with the terms of this Agreement, and give Grantee timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Grantee's Contract Manager or designee, shall represent the Grantee with regard to performance of this Agreement and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Agreement.** The Agreement shall be extended for a term of 12 months beginning October 1, 2020 through September 30, 2021.

2.1.1 Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this Agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Grantee's Obligations.** The Grantee shall fully and timely provide all services described in the attached Agreement Exhibits in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable federal, state, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Agreement Amount.** The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the 12-month term shall not exceed the amount approved by City Council, which is **\$264,519 (Two Hundred Sixty Four Thousand Five Hundred Nineteen dollars)**. Continuation of the Agreement beyond the 12 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council. Additional compensation terms are included in Exhibit B.3.

4.2 Reports.

4.2.1 Grantee must submit a fully and accurately completed payment request to the City's Contract Manager using the City's contract management system by the deadline outlined in Exhibit B.3. Grantee must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate payment request, the City shall process the payment to the Grantee in an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.2.2 Grantee shall submit a quarterly program performance report using the format and method specified by the City no later than 11:59 p.m. Central Standard Time (CST) 15 calendar days following each calendar quarter. If the 15th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly program performance report is extended to no later than 11:59 p.m. CST of the 1st weekday immediately following the weekend or holiday. Grantee shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.2.3 An annual Contract Progress Report, using the forms in the City's contract management system, shall be completed by the Grantee and submitted to the City within 45 calendar days following the end of each Program Period.

4.2.4 A Contract Closeout Summary Report using the forms in the City's contract management system shall be completed by the Grantee and submitted to the City within 60 calendar days following the expiration or termination of this Agreement. Any encumbrances of funds incurred prior to the date of termination of this Agreement shall be subject to verification by the City. Upon termination of this Agreement, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Agreement shall be returned to the City.

4.2.5 Grantee shall provide the City with a copy of the completed Agency Administration Profile (AAP) using the forms in the City's contract management system, and required AAP Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.5.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.2.5.1 Governmental Entities are not required to submit an Agency Administration Profile to the City under this Agreement.

4.2.6 Grantee shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Agreement as required by the City.

4.3 Grantee Policies and Procedures.

4.3.1 Grantee shall maintain written policies and procedures aligned with best practices and approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

4.3.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

4.4 Monitoring and Evaluation.

4.4.1 Grantee agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Grantee and Subgrantees to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Agreement. Grantee shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.4.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

4.4.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

4.4.4 Grantee shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.5 Financial Audit of Grantee.

4.5.1 Grantee shall annually contract with an independent auditor utilizing a Letter of Engagement to complete either a full financial audit or financial review. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.5.1.1 Governmental Entities are not required to submit a financial audit to the City under this Agreement.

4.5.2 In the event Grantee expends \$750,000 or more in a year in federal awards, Grantee shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Grantee's fiscal year until the end of the term of this Agreement.

4.5.3 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

4.5.4 Grantee shall submit a complete financial audit report or financial review which has been presented and accepted by the Board of Directors, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor.

4.5.5 Grantee shall submit an APH Board Certification Form that was signed and dated by the Grantee's Board Chair. The APH Board Certification Form confirms that the independent auditor presented the financial audit or financial review to the Grantee's Board or committee of the Board and that it was accepted by the Grantee's Board of Directors or a committee of the Board. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

4.5.6 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and GAAS, in a Grantee's audit requires the creation and submission to the City of a corrective action plan formally approved by the Grantee's governing board. The plan must be submitted to the City within 60 days after the audit is submitted to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.5.7 The expiration or termination of this Agreement shall in no way relieve the Grantee of the audit requirement set forth in this Section.

4.5.8 Right To Audit By Office of City Auditor.

4.5.8.1 Grantee agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Grantee related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall

have the right to immediately suspend the Agreement, upon written notice to Grantee, if Grantee fails to cooperate with this audit provision. The Grantee shall retain all such records for a period of 5 years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Grantee are resolved, whichever is longer. The Grantee agrees to refund to the City any overpayments disclosed by any such audit.

4.5.8.2 Grantee shall include this audit requirement in any subagreements entered into in connection with this Agreement.

SECTION 5. TERMINATION

5.1 **Right To Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

5.2 **Default.** The Grantee shall be in default under the Agreement if the Grantee (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under the "Right to Assurance" paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Grantee's Offer, or in any report or deliverable required to be submitted by Grantee to the City.

5.3 **Termination For Cause.** In the event of a default by the Grantee, the City shall have the right to terminate the Agreement for cause, by written notice effective 10 calendar days, unless otherwise specified, after the date of such notice, unless the Grantee, within such 10 day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Grantee on probation for a specified period of time within which the Grantee must correct any non-compliance issues. Probation shall not normally be for a period of more than 9 months; however, it may be for a longer period, not to exceed 1 year depending on the circumstances. If the City determines the Grantee has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Grantee, the City may suspend or debar the Grantee in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Grantee from the City's vendor list for up to 5 years and any Offer submitted by the Grantee may be disqualified for up to 5 years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Grantee's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

5.4 **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon 30 calendar-days prior written notice. Upon receipt of a notice of termination, the Grantee shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Grantee, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

5.5 **Fraud.** Fraudulent statements by the Grantee on any Offer or in any report or deliverable required to be submitted by the Grantee to the City shall be grounds for the termination of the Agreement for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

6.1 **Insurance.** The following insurance requirements apply:

6.1.1 General Requirements

6.1.1.1 The Grantee shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Agreement and during any warranty period.

6.1.1.2 The Grantee shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Agreement execution and within 14 calendar days after written request from the City.

6.1.1.3 The Grantee must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Grantee shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Grantee hereunder and shall not be construed to be a limitation of liability on the part of the Grantee.

6.1.1.5 The Grantee must maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

6.1.1.6 The Grantee's and all Subgrantees' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Grantee's email address, and shall be mailed to the following address:

City of Austin
Austin Public Health
ATTN: Social Services Contracts
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the City and the Grantee, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Grantee shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law

or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Grantee.

6.1.1.12 The Grantee shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

6.1.1.13 The Grantee shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Grantee shall endeavor to provide the City 30 calendar-days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Agreement.

6.1.2 **Specific Coverage Requirements.** The Grantee shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Grantee.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Agreement and all other Agreements related to the project

6.1.2.1.2 Independent Grantee's Coverage

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

6.1.2.1.5 Thirty (30) calendar-days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

6.1.2.1.6 The "City of Austin" listed as an additional insured, Endorsement CG 2010, or equivalent coverage

6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If Grantee does not own any vehicles, a signed "Hired & Non-Owned Auto" Statement may be provided in conjunction with evidence of non-owned and hired Business Automobile Liability Insurance coverage.
- c. b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement CA 0444, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar-days' Notice of Cancellation, Endorsement CA 0244, or equivalent coverage
- 6.1.2.2.3 The "City of Austin" listed as an additional insured, Endorsement CA 2048, or equivalent coverage

6.1.2.3 Worker's Compensation and Employers' Liability Insurance. Coverage is required of Grantees providing services on City owned or leased property, and shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

- 6.1.2.3.1 The Grantee's policy shall apply to the State of Texas
- 6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage
- 6.1.2.3.3 Thirty (30) calendar-days' Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 Professional Liability Insurance.

6.1.2.4.1 Grantee shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and indicate the

retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the Agreement.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement funds allocated annually by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than 24 months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a Certificate of Insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents, must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1 **Equal Employment Opportunity.** No Grantee or Grantee's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Grantee has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Grantee shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Agreement and the Grantee's suspension or debarment from participation on future City Agreements until deemed compliant with Chapter 5-4. Any Subgrantees used in the performance of this Agreement and paid with City funds must comply with the same nondiscrimination requirements as the Grantee.

6.2.2 **Americans with Disabilities Act (ADA) Compliance.** No Grantee, or Grantee's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

- 6.3 **Inspection of Premises.** The City has the right to enter Grantee's and Subgrantee's work facilities and premises during Grantee's regular work hours, and Grantee agrees to facilitate a review of the facilities upon reasonable request by the City.
- 6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Grantee to the City shall become property of the City upon receipt. Any portions of such material claimed by the Grantee to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- 6.5 **Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Agreement on its behalf is authorized to do so, that it has taken all action necessary to approve this Agreement, and that this Agreement is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Grantee warrants and represents that all services provided under this Agreement shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Grantee may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Grantee is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Agreement from the Grantee, and purchase conforming services from other sources. In such event, the Grantee shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Grantee agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

8.1 **Criminal Background Checks.** Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

8.1.1 In accordance with the Grantee's personnel and records retention policies, the Grantee shall retain documentation that a criminal background check was completed.

8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Grantee, its Subgrantees, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA), and those found in the Clean Air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and the Energy Policy and Conservation Act (42 U.S.C. 6201). In case of conflict, the most stringent safety requirement shall govern. The Grantee shall indemnify and hold the City harmless from and against all claims, demands,

suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Grantee's obligations under this paragraph.

- 8.2.1 The Grantee or Subgrantee(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services Agreement upon request to the City.
(Source: City of Austin Ordinance 20051201-013)

8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Grantee is observed performing in a manner that the City reasonably believes is in violation of federal, state, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Grantee will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Grantee shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

8.4 **Indemnity.**

8.4.1 Definitions:

8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Grantee, their respective agents, officers, employees and Subgrantees; the officers, agents, and employees of such Subgrantees; and third parties); and/or;

8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Grantee, the Grantee's Subgrantees, and third parties),

8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

8.4.2 THE GRANTEE SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE GRANTEE, OR THE GRANTEE'S AGENTS, EMPLOYEES OR SUBGRANTEES, IN THE PERFORMANCE OF THE GRANTEE'S OBLIGATIONS UNDER THE AGREEMENT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE GRANTEE (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Grantee which arises under or concerns the Agreement, or which could have a material adverse effect on the Grantee's ability to perform hereunder, the Grantee shall give written notice thereof to the City within 10 calendar days after receipt of notice by the Grantee. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

8.6 Business Continuity. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual AAP documentation.

8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

8.7 Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Agreement shall be in writing and shall be deemed delivered 3 business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Grantee shall be addressed as follows:

To the City:
City of Austin
Austin Public Health
Health Equity and Community
Engagement Division

ATTN: Adrienne Sturup,
Assistant Director
7201 Levander Loop, Bldg. E

Austin, TX 78702

To the Grantee:
Foundation for the Homeless,
Inc.

ATTN: Monte Osburn,
Executive Director
8505 Cross Park Drive, Ste.
120

Austin, TX 78754

With copy to:
City of Austin
Austin Public Health

ATTN: Stephanie Hayden,
Director
7201 Levander Loop, Bldg. E

Austin, TX 78702

8.8 Confidentiality. In order to provide the deliverables to the City, Grantee may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Grantee acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Grantee (including its employees, Subgrantees, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Grantee promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Grantee agrees to use protective measures no less stringent than the Grantee uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

8.9 Advertising. Where such action is appropriate as determined by the City, Grantee shall publicize the activities conducted by the Grantee under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Grantee shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.

8.10 No Contingent Fees. The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for

commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Grantee, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

8.11 Gratuities. The City may, by written notice to the Grantee, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Grantee or any agent or representative of the Grantee to any officer or employee of the City with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such Agreement. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Grantee in providing such gratuities.

8.12 Prohibition Against Personal Interest in Agreements. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this Section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Grantee shall render the Agreement voidable by the City.

8.13 Independent Grantee. The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Grantee's services shall be those of an independent Grantee. The Grantee agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

8.14 Assignment-Delegation. The Agreement shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and assigns, provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Grantee without the prior written consent of the City. Any attempted assignment or delegation by the Grantee shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.

8.15 Waiver. No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Grantee or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

8.16 Modifications. The Agreement can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Grantee invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.

8.17 Interpretation. The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform

Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.

8.18 Dispute Resolution.

8.18.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, 1 senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within 30 calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Grantee agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an Agreement interpretation expert. If the parties fail to agree on a mediator within 30 calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to 30 calendar days from the date of the first mediation session. The City and the Grantee will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program

MBE/WBE goals do not apply to this Agreement.

8.20 Living Wage Policy (If Applicable)

The City's Living Wage Program applies to City expenditure and revenue generating non-construction contracts where all of the following apply:

- Contract is predominantly for non-construction services *performed on City Property or on City Vehicles*;
- Contract results from a formal competitive solicitation, procedurally compliant with section 252.021 of the Texas Local Government Code;
- Contract requires authorization by City Council in accordance with Article VII, Finance, Section 15 (Purchase Procedure) of the City Charter; and
- Directly assigned Contractor Employees of the Prime Contractor and all tiers of subcontracting.

8.20.1 The Grantee shall maintain throughout the term of the Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).

8.20.2 The Grantee shall provide the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the Agreement. The City reserves the right to request individual Employee Certifications at any time during the Agreement term. Employee Certifications shall be signed by each employee directly assigned to the Agreement. The Employee Certification form is available on-line at:

https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

8.20.3 Grantee shall submit employee certifications annually on the anniversary date of Agreement award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Agreement. The Employee Certification Forms shall be submitted for employees added to the Agreement and/or to report any employee changes as they occur.

8.20.4 The Department's Contract Manager will periodically review the employee data submitted by the Grantee to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph 8.20.1 above to verify compliance with this provision.

8.21 **Subgrantees.**

8.21.1 Work performed for the Grantee by a Subgrantee shall be pursuant to a written Agreement between the Grantee and Subgrantee. The terms of the Subagreement may not conflict with the terms of the Agreement, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subgrantee be provided in strict accordance with the provisions, specifications and terms of the Agreement. The City may require specific documentation to confirm Subgrantee compliance with all aspects of this Agreement.

8.21.1.2 prohibit the Subgrantee from further subcontracting any portion of the Agreement without the prior written consent of the City and the Grantee. The City may require, as a condition to such further subcontracting, that the Subgrantee post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subgrantees to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Grantee in sufficient time to enable the Grantee to include the same with its invoice or application for payment to the City in accordance with the terms of the Agreement;

8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

8.21.1.5 require that the Subgrantees indemnify and hold the City harmless to the same extent as the Grantee is required to indemnify the City; and

8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

8.21.2 The Grantee shall be fully responsible to the City for all acts and omissions of the Subgrantees just as the Grantee is responsible for the Grantee's own acts and omissions. Nothing in the Agreement shall create for the benefit of any such Subgrantee any contractual relationship between the City and any such Subgrantee, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subgrantee except as may otherwise be required by law.

8.21.3 The Grantee shall pay each Subgrantee its appropriate share of payments made to the Grantee not later than 10 days after receipt of payment from the City.

8.22 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be

resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday.

If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Agreement that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Agreement.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from federal, state, or City Agreements. By accepting an Agreement with the City, the Grantee certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

8.27 **Public Information Act.** Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

8.28 **HIPAA Standards.** As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and

Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. § 160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

8.29 **Political and Sectarian Activity.** No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

8.30 **Culturally and Linguistically Appropriate Standards (CLAS).** The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at:

<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/faqs/faqs.html>.

8.31 **Entire Agreement.** This Contract, together with the attached Exhibits, and any addenda and amendments thereto constitute the entire agreement between the parties, and this Contract shall not be modified, amended, altered, or changed except with the written consent of the parties.

5.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



FOUNDATION FOR THE HOMELESS, INC.
Monte Osburn, Executive Director
8505 Cross Park Drive, Ste. 120
Austin, TX 78754

Date: October 15, 2020

CITY OF AUSTIN

Signature:



City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 12/1/2020

DEFINITIONS

Agreement/Contract- General terms for a legally-binding undertaking between two parties that describes the terms, conditions, and specifications of the obligations, relationships, and responsibilities between them, and any related addenda and amendments. City of Austin Social Services Contracts are considered to be grant agreements, but commonly referred to as contracts. The terms are interchangeable throughout this Agreement.

Exhibit- An attachment to the agreement that is either programmatic (Program Exhibit) or contains additional terms and conditions (Standard Exhibit). Program Exhibits provide the detailed information for the program the City is funding through the Agreement.

Governmental Entity- An organization that is a unit of government, institution of higher education, or local taxing authority, such as a school district. Also includes quasi-governmental organizations, such as a local mental health authority.

Grantee- A vendor agency that has entered into a Social Services grant agreement with the City to provide social services to the community.

Reimbursable Agreement- An Agreement where an agency is reimbursed for expenses incurred and paid through the provision of adequate supporting documentation that verifies the expenses.

Subgrantee- An agency that has entered into a subagreement with a Grantee to provide direct client services under a Social Services Agreement, who is paid with City funds by the Grantee, and who must report program performance information to the Grantee for individuals served who are not existing clients of the Grantee for the contracted program. The Subgrantee is subject to the same terms and conditions in the Grantee's Social Services Agreement with the City.

Contract Term: 10/01/2020 - 09/30/2021

Program Period: 09/01/2015 - 09/30/2021

Program Performance**Output - Unduplicated Clients Served**

<u>City Goal</u>	<u>Other Funding Goal</u>	<u>Total Program Goal</u>
68	58	126

Outcomes - City Business Plan*(Numerator / Denominator = Rate)*

		<u>Goal</u>
Numerator	1B: Number of case-managed households that transition from homelessness into housing	29
Demoninator	1B: Number of households that exit the program	38
Rate	1B: Percent of case-managed households that transition from homelessness into housing	76.32%

(Numerator / Denominator = Rate)

		<u>Goal</u>
Numerator	1D: Number of Homeless Households residing in shelter programs receiving APH-funding who receive case management services	38
Demoninator	1D: Number of Homeless Households residing in shelter programs receiving APH-funding	38
Rate	1D: Percentage of Homeless Households residing in shelter programs receiving APH-funding who receive case management services	100.00%

Contract Term: 10/01/2020 - 09/30/2021

Program Period: 09/01/2015 - 09/30/2021

Program Budget and Narrative

	City Funds	Other Funds	Total
Personnel			
Salaries	\$142,000.00	\$107,586.00	\$249,586.00
Fringe and Payroll Taxes	\$0.00	\$0.00	\$0.00
	\$142,000.00	\$107,586.00	\$249,586.00
Operations			
General Operations	\$66,519.00	\$64,578.00	\$131,097.00
Outsourced Professional Services	\$0.00	\$0.00	\$0.00
Supplemental Programmatic Services	\$0.00	\$0.00	\$0.00
Training/Travel Outside Austin and/or Travis County	\$0.00	\$0.00	\$0.00
	\$66,519.00	\$64,578.00	\$131,097.00
Assistance to Clients			
Rental/Mortgage Assistance	\$0.00	\$0.00	\$0.00
General Housing Assistance	\$0.00	\$0.00	\$0.00
Direct Client Assistance	\$54,000.00	\$21,000.00	\$75,000.00
Client Food and Beverage	\$2,000.00	\$8,732.00	\$10,732.00
	\$56,000.00	\$29,732.00	\$85,732.00
Capital Outlay			
Capital Outlay - \$5,000.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Deliverables Amount			
Deliverables Amount	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Subgrantees/Subrecipients			
Personnel-Sub	\$0.00	\$0.00	\$0.00
Operations-Sub	\$0.00	\$0.00	\$0.00
Direct Client Assistance-Sub	\$0.00	\$0.00	\$0.00
Other-Sub	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Program Income			
Program Income (Zero dollars budgeted for monthly credit)	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Other			
Other	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total	\$264,519.00	\$201,896.00	\$466,415.00

Program Budget and Narrative

Personnel

Salaries include partial costs for Case Manager, Program Manager, Support Services Specialist, Executive Director and Office Manager with a percentage of fringe.

Operations

Rent or mortgage and utilities for facilities used as shelter/transitional housing, cleaning supplies, repair and maintenance, lawn maintenance, shelter equipment, toiletries, diapers and food. Program office expenses.

Assistance to Clients

Food and beverage for clients while in shelter or transitional housing.

Financial assistance for clients, rent, mortgage and utilities assistance (past due and current), deposits, application fees, work-related child care expenses, basic household necessities, food, furniture, identification documents, transportation, small home repairs, moving costs, debt reduction, and other types of financial assistance as needed. Assistance may be one-time only or continuing up to 12 months subject to any applicable recertification requirements.

Capital Outlay

Deliverables Amount

Program Subgrantees

Program Income

Other



City of Austin

Social Services Compensation Terms

1. The Grantee shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative, or Exhibit A.1, Program Work Statement (Deliverables), as applicable.

2. **Request for Payment**

Payment to the Grantee shall be due 30 calendar days following receipt by the City of the Grantee's fully and accurately completed payment request, using the City's contract management system. The payment request must be submitted to the City no later than 11:59 p.m. Central Standard Time 25 calendar days following the end of the month covered by the payment request. **If the 25th calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request is extended to no later than 11:59 p.m. Central Standard Time of the 1st weekday immediately following the weekend or holiday.**

3. **Documentation**

3.1. **FOR DELIVERABLE AGREEMENTS:** Grantee must provide the City with supporting documentation as described in Exhibit A.1, Program Work Statement (Deliverables) for each monthly Payment Request where an agreement deliverable is being submitted.

3.2. **FOR REIMBURSEABLE AGREEMENTS:** Grantee must provide the City with supporting documentation for each monthly payment request which includes, but is not limited to, a report of City Agreement expenditures generated from the Grantee's financial management system.

3.2.1. Appropriate supporting documentation includes:

- General Ledger Detail report from the Grantee's financial management system
- Transaction Detail by Account Report from the Grantee's financial management system
- Other reports that meet all of the following specifications:
 - produced from the Grantee's accounting system with no manual changes or adjustments
 - submitted in PDF format
 - includes date the report was created
 - demonstrates specific expenses for which reimbursement is being requested
 - demonstrates that City of Austin funds are maintained in a separate numbered bank account or standalone general operating account that includes only City expenses and reimbursements.

4. **Right of Final Approval.**

The City retains right of final approval of any supporting documentation submitted before a payment request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the payment request. The City reserves the right to modify the required supporting documentation, as needed.

4.1 Unless otherwise expressly authorized in the Agreement, the Grantee shall pass through all Subagreement and other authorized expenses at actual cost without markup.

4.2 Federal excise taxes, state taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

5. Payment.

5.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 3 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

5.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until 10 calendar days after the grounds for withholding payment have been resolved.

5.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Grantee to such extent as may be necessary on account of;

5.3.1 delivery of unsatisfactory services by the Grantee;

5.3.2 third party claims, which are not covered by the insurance which the Grantee is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

5.3.3 failure of the Grantee to pay Subgrantees, or for labor, materials or equipment,

5.3.4 damage to the property of the City or the City's agents, employees or Grantees, which is not covered by insurance required to be provided by the Grantee;

5.3.5 reasonable evidence that the Grantee's obligations will not be completed within the time specified in the Agreement, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

5.3.6 failure of the Grantee to submit proper payment requests with all required attachments and supporting documentation;

5.3.7 failure of the Grantee to comply with any material provision of the Agreement; or

5.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

5.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

6. Non-Appropriation. The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

7. **Travel Expenses** All approved travel, lodging, and per diem expenses in connection with the Agreement for which reimbursement may be claimed by the Grantee under the terms of the Agreement will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (Rates) as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares other than coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

8. **Final Payment and Close-Out**

8.2 The making and acceptance of final payment will constitute:

8.2.1 a waiver of all claims by the City against the Grantee, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Grantee to comply with the Agreement or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Grantee's continuing obligations under the Agreement, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

8.2.2 a waiver of all claims by the Grantee against the City other than those previously asserted in writing and not yet settled.

9. **Financial Terms**

9.2 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 10 of this Exhibit.

9.3 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 3 of the Agreement, and any other deliverable required under this Agreement.

9.4 Payments to the Grantee will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Agreement, and payments will not be resumed until the Grantee is in full compliance.

9.5 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Section 2.1, or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

9.6 Grantee agrees to refund to the City any funds paid under this Agreement which the City determines have resulted in overpayment to Grantee or which the City determines have not been spent by Grantee in accordance with the terms of this Agreement. Refunds shall be made by Grantee within 30 calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Grantee, and the City may also deduct any loss, cost, or expense caused by Grantee from funds otherwise due.

9.7 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with

the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

- 9.8 Grantee is required to utilize an online Agreement management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Grantee is responsible for all data entered/edited under its unique username, as well as all required but omitted data.
- 9.9 Grantee shall expend the City budget in a reasonable manner in relation to Agreement time elapsed and/or Agreement program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Grantee to: 1) submit an expenditure plan, and/or 2) amend the Agreement budget amount to reflect projected expenditures, as determined by the City.

10. Allowable and Unallowable Costs

The City shall make the final determination of whether a cost is allowable or unallowable under this Agreement.

- 10.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in the attached Program Exhibits, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 11:59 p.m. CST 5 calendar days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

- 10.1.1 To be allowable under this Agreement, a cost must meet all of the following general criteria:

- Be reasonable for the performance of the activity under the Agreement
- Conform to any limitations or exclusions set forth in this Agreement
- Be consistent with policies and procedures that apply uniformly to both government- financed and other activities of the organization
- Be determined and accounted in accordance with generally accepted accounting principles (GAAP)
- Be adequately documented

- 10.2 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities;
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard, and American Express;
3. Equipment and other capital expenditures;

4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement;
5. Organization costs (costs in connection with the establishment or reorganization of an organization);
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000;
7. Selling and marketing; or
8. Travel/training outside Travis County.

10.3 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages;
2. Bad debts;
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity;
4. Contingency provisions (funds) (*Self-insurance reserves and pension funds are allowable*);
5. Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringement;
6. Deferred costs;
7. Depreciation;
8. Donations and contributions, including donated goods or space;
9. Entertainment costs, other than expenses related to client incentives;
10. Fines and penalties (including late fees);
11. Fundraising and development costs;
12. Goods or services for officers' or employees' personal use;
13. Housing and personal living expenses for organization's officers or employees;
14. Idle facilities and idle capacity;
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant;
16. Lobbying or other expenses related to political activity;
17. Losses on other agreements or casualty losses;
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement;
19. Taxes, other than payroll and other personnel-related levies; or
20. Travel outside of the United States of America.

11. **Ownership of Property.**

11.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement and in accordance with the provisions of the Agreement, purchased with City funds shall convey to the Grantee 2 years after purchase, unless notified by the City in writing.

11.1.1 If the services funded by this Agreement are provided in a facility owned by the City or leased from the Travis County, , ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Agreement shall remain with the City.

11.2 Written notification must be given to the City within 5 calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than 1 year and an acquisition cost, including freight, of over \$5,000) in order for the City to effect identification and recording for inventory purposes. Grantee shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the Annual Agreement Progress Report, due as indicated in Section 4.2.3 of the Agreement, as well as in the Agreement Closeout Summary Report, as indicated in Section 4.2.4 of the Agreement.

11.3 In the event Grantee's services are retained under a subsequent agreement, and should Grantee satisfactorily perform its obligations under this Agreement, Grantee shall be able to retain possession of non-expendable property purchased under this Agreement for the duration of the subsequent agreement.

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION,
ISRAEL VERIFICATION, INTERESTED PARTIES, CONFLICTS OF INTEREST**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer,

demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 15th day of October, 2020

CONTRACTOR
Authorized
Signature

Foundation for the Homeless
Monte Coburn

Title

Executive Director

PROHIBITION OF BOYCOTT OF ISRAEL VERIFICATION

Pursuant to Texas Government Code §2271.002, the City is prohibited from contracting with any "company" for goods or services unless the following verification is included in this Contract:

- A. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code §2271.001.
- B. If the Grantee qualifies as a "company", then the Principal Artist verifies that he:
 - i. does not "boycott Israel"; and
 - ii. will not "boycott Israel" during the term of this Contract.
- C. The Grantee's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2271 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this Contract.

A COURT OF COMPETENT JURISDICTION HAS RECENTLY ENJOINED THE ABOVE STATE LAW. HOWEVER, IF THIS INJUNCTION IS LIFTED OR STAYED BY A COURT OR OTHER ENTITY OF COMPETENT JURISDICTION, THIS SECTION WILL BE AN ENFORCEABLE AND REQUIRED TERM OF YOUR CONTRACT WITH THE CITY. IF YOU DISAGREE WITH THE ABOVE SECTION OF THE CONTRACT, PLEASE STRIKE THROUGH IT OR INDICATE YOUR OBJECTION IN THE EXCEPTIONS SECTION. YOUR CONTRACT WILL NOT BE AFFECTED BY STRIKING THROUGH THIS PROVISION, AT THIS TIME.

INTERESTED PARTIES DISCLOSURE (FORM 1295)

As a condition to entering the Contract, the Business Entity constituting the Grantee must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring City Council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will verify the "Certificate of Interested Parties" with the Texas Ethics Commission prior to execution of the Agreement. The Grantee is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

CHAPTER 176 CONFLICT OF INTEREST DISCLOSURE

In accordance with Chapter 176 of the Texas Local Government Code, Grantee must file a Conflict of Interest Questionnaire (Questionnaire) with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City, and update the questionnaire not later than seven (7) business days after becoming aware of an event that would make a statement in the questionnaire incomplete or inaccurate. Grantee has a continuing obligation to file the Questionnaire in accordance with the requirements of Chapter 176 of the Texas Local Government Code once it becomes aware of a need to do so. The Questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.



Amendment No. 5
to
Agreement No. 9100 NG150000029
for
Social Services
between
FOUNDATION FOR THE HOMELESS, INC.
and the
CITY OF AUSTIN
(Family Rehousing Initiative)

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Two Hundred Sixty Four Thousand Five Hundred Nineteen dollars (\$264,519)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 713,958
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 42,837	\$ 756,795
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 11,604	\$ 768,399
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 6,452	\$ 774,851
Amendment No. 4: Exercise Extension Option #1 (Oct. 1, 2018 – Sept. 30, 2019)	\$ 264,519	\$ 1,039,370
Amendment No. 5: Exercise Extension Option #2 (Oct. 1, 2019 – Sept. 30, 2020)	\$ 264,519	\$ 1,303,889

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 5/15/2019]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 5/16/2019]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2019 through 9/30/2020, the payment from the City to the Grantee shall not exceed \$264,519 (***Two Hundred Sixty Four Thousand Five Hundred Nineteen dollars***).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

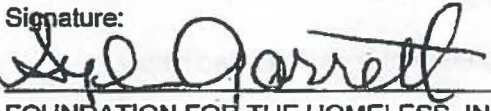
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:



FOUNDATION FOR THE HOMELESS, INC.
Sylvia Garrett, Executive Director
8505 Cross Park Drive
Austin, TX 78754

Date:

8/9/19

CITY OF AUSTIN

Signature:


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date:

9.27.19

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2020**Period Performance Start**
10/1/2019**Period Performance End**
9/30/2020**Outputs**

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	68	58	126

Program Performance Measures**Contract Start**
9/1/2015**Contract End**
9/30/2020**Period Performance Start**
10/1/2019**Period Performance End**
9/30/2020**Outcomes**

OC Item	Outcome Measure Description	Total Program Goal
1 Num	Number of case-managed households that transition from homelessness into housing	29
1 Den	Number of households that exit the program	38
1 Rate	Percent of case-managed households that transition from homelessness into housing	76.32
2 Num	Number of homeless households residing in Shelter programs receiving HHSD-funding who receive case management services.	38
2 Den	Number of Homeless households residing in shelter programs receiving HHSD-funding.	38
2 Rate	Percentage of Homeless Households residing in Shelter programs receiving HHSD-funding who receive case management services.	100

Program Budget and Narrative

Program Start 10/1/2019
Program End 9/30/2020

	City Share	Other	Total
Salary plus Benefits	\$142,000.00	\$103,898.00	\$245,898.00
General Operations Expenses	\$66,519.00	\$64,578.00	\$131,097.00
Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$66,519.00	\$64,578.00	\$131,097.00
Food and Beverages for Clients	\$2,000.00	\$8,732.00	\$10,732.00
Financial Direct Assistance to Clients	\$54,000.00	\$21,000.00	\$75,000.00
Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$56,000.00	\$29,732.00	\$85,732.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$264,519.00	\$198,208.00	\$462,727.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries include partial costs for Case Manager, Program Manager, Support Services Specialist, Executive Director and Office Manager with a percentage of fringe.

General Op Expenses

Rent or mortgage and utilities for facilities used as shelter/transitional housing, cleaning supplies, repair and maintenance, lawn maintenance, shelter equipment, toiletries, diapers and food. Program office expenses.

Program Subgrantees**Staff Travel****Conferences****Food and Beverage**

Food and beverage for clients while in shelter or transitional housing.

Financial Assistance

Financial assistance for clients, rent, mortgage and utilities assistance (past due and current), deposits, application fees, work-related child care expenses, basic household necessities, food, furniture, identification documents, transportation, small home repairs, moving costs, debt reduction, and other types of financial assistance as needed. Assistance may be one-time only or continuing up to 12 months subject to any applicable recertification requirements.

Other Assistance**Capital Outlay**



Amendment No. 4
to
Agreement No. NG150000029
for
Social Services
between
FOUNDATION FOR THE HOMELESS, INC.
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Two Hundred Sixty Four Thousand Five Hundred Nineteen dollars (\$264,519)***. The total Agreement amount is recapped below:

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- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 6/6/2018]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 6/6/2018]

- 4.0 The following Terms and Conditions have been MODIFIED:

4.1.2.3 For the Program Period of 10/1/2018 through 9/30/2019, the payment from the City to the Grantee shall not exceed \$264,519 (*Two Hundred Sixty Four Thousand Five Hundred Nineteen dollars*).

- 5.0 MBE/WBE goals were not established for this Agreement.

- 6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.
- 7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:

Randal E. Teich

FOUNDATION FOR THE HOMELESS, INC.
Randal Teich, Interim Executive Director
8505 Cross Park Drive
Austin, TX 78754

Date:

8/24/2018

CITY OF AUSTIN

Signature:

[Signature]

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date:

10/09/18

Program Performance Measures

Contract Start
9/1/2015

Contract End
9/30/2019

Period Performance Start
10/1/2018

Period Performance End
9/30/2019

Outputs

OP #	Output Measure Description	Period Goal		
		City	Other	Total
1	Total Number of Unduplicated Clients Served	68	58	126

Program Performance Measures**Contract Start**
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9/30/2019**Outcomes**

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Program Budget and Narrative

Program Start 10/1/2018

Program End 9/30/2019

	City Share	Other	Total
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Program Subgrantees	\$0.00	\$0.00	\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00
Conferences	\$0.00	\$0.00	\$0.00
Operations SubTotal	\$66,519.00	\$64,578.00	\$131,097.00
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Other Assistance	Please Specify	Please Specify	Please Specify
Other Assistance Amount	\$0.00	\$0.00	\$0.00
Direct Assistance SubTotal	\$56,000.00	\$29,732.00	\$85,732.00
Capital Outlay Amount	\$0.00	\$0.00	\$0.00
Total	\$264,519.00	\$198,208.00	\$462,727.00

Detailed Budget Narrative**Salaries plus Benefits**

Salaries include partial costs for Case Manager, Program Manager, Support Services Specialist Executive Director, and Office Manager with a percentage of fringe.

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Program Subgrantees**Staff Travel****Conferences****Food and Beverage**

Food and beverage for clients while in shelter or transitional housing.

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Financial assistance for clients, rent, mortgage and utilities assistance (past due and current), deposits, application fees, work-related child care expenses, basic household necessities, food, furniture, identification documents, transportation, small home repairs, moving costs, debt reduction, and other types of financial assistance as needed. Assistance may be one-time only or continuing up to 12 months subject to any applicable recertification requirements.

Other Assistance**Capital Outlay**

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Last Modified, If Applicable 6/6/2018 12:16:00 PM



Amendment No. 3
to
Agreement No. NG150000029
for
Social Services
between
FOUNDATION FOR THE HOMELESS, INC.
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Grantee hereby agree to the Agreement revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Six Thousand Four Hundred Fifty Two dollars (\$6,452)***. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 713,958
Amendment No. 1: Add funds to Agreement and modify Exhibits	\$ 42,837	\$ 756,795
Amendment No. 2: Add funds to Agreement and modify Exhibits	\$ 11,604	\$ 768,399
Amendment No. 3: Add funds to Agreement and modify Exhibits	\$ 6,452	\$ 774,851

- 3.0 The following changes have been made to the original Agreement EXHIBITS:

Exhibit A.1 -- Program Work Statement is deleted in its entirety and replaced with a new **Exhibit A.1 -- Program Work Statement**. *[Revised 3/30/2018]*

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. *[Revised 3/30/2018]*

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is **\$774,851 (Seven Hundred Seventy Four Thousand Eight Hundred Fifty One dollars)**, and \$264,519 (*Two Hundred Sixty Four Thousand Five Hundred Nineteen dollars*) per 12 month extension option, for a total Agreement amount of \$1,568,408. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$264,519 (Two Hundred Sixty Four Thousand Five Hundred Nineteen dollars).

5.0 MBE/WBE goals were not established for this Agreement.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Agreement.

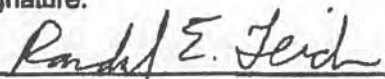
7.0 By signing this Amendment, the Grantee certifies that the Grantee and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Agreement terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Agreement.

GRANTEE

Signature:


FOUNDATION FOR THE HOMELESS, INC.
Randy Teich, Interim Executive Director
8505 Cross Park Drive
Austin, TX 78754

Date: 4/13/2018

CITY OF AUSTIN

Signature:


City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 05/15/18

Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Program Goals And Objectives

Foundation for the Homeless (FFH) is a community leader empowering Central Texans to fight hunger, homelessness and poverty. The mission of FFH is to mobilize faith-based and community resources in a spirit of compassion to restore hope and alleviate homelessness. FFH offers a range of services to low and no-income individuals and families experiencing or at risk of homelessness with the main goal of attaining housing stability and reaching self-sufficiency.

FFH achieves its mission through three major programs: 1) The Family Rehousing Initiative (FRI); (2) Best Single Source Plus; and (3) Feed My People. The purpose of this Program Work Statement is to expand on the FRI program.

The FRI program is a shelter and rapid rehousing program for families with children experiencing homelessness. The primary purpose of FRI is to ensure that families who are experiencing or at risk for homelessness have access to housing-focused shelter, case management, direct financial and rapid rehousing assistance. Currently, FFH's shelter program consists of three "static" shelter housing facilities.

Through using the three leased shelter houses, the FRI program has created a more stable shelter environment for families which is more suitable for family members with non-traditional work schedules. Static shelter facilities help families focus on moving forward with rehousing plans. Recognizing that experiencing homelessness is traumatic and detrimental to both parents and children, FFH strives to enable families to transition from homelessness, to shelter, to permanent housing as quickly as possible.

Program Clients Served

FFH provides low or no income families with opportunities to resolve their housing crisis and attain housing stability through the efficient use of community and affordable housing resources. FFH's FRI will serve the needs of homeless families with children, under the age of 18, or a child over age 18 who cannot live independently.

Admission into FRI is based upon two eligibility criteria: (1) homelessness (as defined by the HUD definition); and (2) status of criminal background.

Due to the unsupervised nature of FFH's shelter locations, FFH does not accept some referrals with specific types of criminal history. In order for families to be eligible for the program they must be experiencing homelessness, therefore, clients are exempt from residency and income eligibility requirements, though residency and income documentation is still collected in HMIS and the FRI Household Program File. FFH accepts prioritized referrals through the Coordinated Assessment (CA) process led by Ending Community Homelessness Coalition (ECHO). Members of FFH staff participate in ECHO workgroups and policy meetings.

Compliance with HHSD Eligibility Criteria: The eligibility criteria for the program is homelessness, so the agency will insure that all client files contain a Homeless Eligibility form and are entered into HMIS. Identity, residency and income requirements, as well as annual recertification of homelessness are not required for shelter clients.

Program Services And Delivery

FFH partners with families on their path from housing crisis to housing stability. FFH recognizes that every family has a unique situation and experience that has led them to seek services. Case managers assess every family in multiple areas including housing history, employment, financial assets and debt, medical and mental health, and criminal background. Using a strength-based approach, case managers work with the client to identify their strengths, remove housing barriers, and work collaboratively with the client to develop an individualized case plan to move families to permanent housing, rapidly. These Housing Stability Plans outline goals and list objectives with the overall target of obtaining and maintaining permanent housing. Once a family is in housing, case managers continue to work with the family for up to six months, in order to provide supportive services and ensure the family is housing-stable and prepared to maintain on their own.

FFH aligns its approach with evidence-based research which asserts that children and families should be placed in shelter for the shortest time possible and rehoused as rapidly as possible.

According to the National Alliance to End Homelessness (NAEH) "It (Rapid Rehousing) has been demonstrated to be

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Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

effective in getting people experiencing homelessness into permanent housing and keeping them there. By connecting people with a home, they are in a better position to address other challenges that may have led to their homelessness, such as obtaining employment or addressing substance abuse issues." (Source: <https://endhomelessness.org/ending-homelessness/solutions/rapid-re-housing/>)

FFH Provides housing- focused shelter services for families which include comprehensive case management, rehousing-related financial assistance, and connection to community resources as needs are identified.

Prior to admitting families to the shelter, FFH will ensure compliance with minimum safety, sanitation, privacy and other habitability standards. Currently, FFH has the capacity to serve nine families at a given time in shelter spaces. The case managers and program manager meet as a team weekly to review new CA referrals, discuss current caseloads, and strategize resolutions for housing crises.

When clients are being considered for shelter services, case managers meet with prospective clients to review policies, procedures, and expectations and respond to any questions. At this meeting, the family receives information regarding an array of services, and is informed of program guidelines and grievance procedures. If families choose to utilize the FRI shelter, appropriate documentation is collected and the family is transported to the shelter space.

System for Collecting and Reporting Program Data

FFH tracks and maintains client data using the Homelessness Management Information System (HMIS) and client program file. FFH collects information on individuals to include age, race, ethnicity, gender, duration of homelessness, length of time in the program, etc. The program also tracks, manually, the availability of shelter unit space.

Performance Evaluation

Families are provided with program policies and procedures including documented mutual expectations by both parties, as well as, information regarding the grievance process. In an effort to assess FFH program effectiveness, FFH will begin tracking the success of households which are exited to permanent housing, through follow-up HMIS research. FFH works in conjunction with other community partners, such as ECHO and Texas Homeless Network, to review our program for best practice and effectiveness.

Regarding FRI and other FFH programs, FFH Board of Directors' Executive Committee receives program performance dashboard information monthly. In order to internally track rapid rehousing goals, the program performance dashboard will report the average number of days from shelter entry to shelter exit with the goal of average time in shelter being less than 90 days.

Quality Improvement

Foundation for the Homeless completed an organizational diagnostic through Greenlights that reviewed five core functional areas: 1. Organizational Purpose & Identity; 2. Organizational Leadership: How the board and management team lead and direct; 3. Program Strategies: What the organization does; 4. Operations & Support: How the organization does its work; and 5 Resource Development: How the organization attracts, manages, and sustains financial resources. The diagnostic incorporated online surveys, one-on-one interviews, and a comprehensive document review to develop a complete picture of where FFH is high performing, where it can use attention, and what to prioritize as the organization moves forward. To ensure staff remain abreast of potential client issues, shelter and case management staff alternate in meeting with clients at the office and visiting the shelter locations to ensure shelter cleanliness and safety checks. Written reports serve as documentation of problems that occur and recommended required actions.

Service Coordination with Other Agencies

Every program at FFH is a product of a collaboration. The Best Single Source Plus Program is a collaboration of 12 local agencies, led by Caritas of Austin, which offers rapid rehousing and homelessness prevention services to individuals and families in Austin/Travis County. FFH staff members participate in monthly and quarterly meetings at the executive director, program manager and case manager level. In addition to FFH, the agencies include: AIDS Services of Austin, Any Baby Can, Caritas of Austin, Catholic Charities of Central Texas, Family Eldercare, Front Steps, Goodwill Industries of Central Texas, Meals on Wheels and More, Safeplace, The Salvation Army, and Lifeworks.

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Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

Feed My People takes place at the First United Methodist Church downtown and is sponsored and operated by several local congregations and community groups. Partnering organizations for the Feed My People program include the following: First United Methodist Church, Westlake United Methodist Church, Bethany United Methodist Church, Tarrytown United Methodist Church, Westlake Hills Presbyterian Church, Redeemer Lutheran Church, Shepherd of the Hills Lutheran Church, St. Dominic Savio Catholic High School, Texas Wesleyan Foundation, UT student volunteers, Dell Medical School, Angels in Cowboy Boots group (Northwest Hills UMC), Grace United Methodist Church and Hope Mission Church.

Service Collaboration with Other Agencies

There is no collaboration funded with this contract.

Community Planning Activities

As stated above, FFH is a participant in Coordinated Assessment led by Ending Community Homelessness Coalition (ECHO). Staff members of FFH participate in ECHO's Housing Workgroup, Rapid Rehousing Policy Meeting, and Rapid Rehousing Case Manager Meetings, along with other providers in the community, to discuss referrals, staff challenging cases, and share housing resources. FFH also participates in the Point in Time Count, FFH's executive director is a member of ECHO's Membership Council and participates in One Voice Central Texas as a member of the Policy and Standards Committee.

Program Budget and Narrative

	1	Period 2	3	Contract Start Contract End	9/1/2015 9/30/2018
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		
Salary plus Benefits	\$116,888.00	\$140,067.00	\$142,000.00		\$398,955.00
General Operations Expenses	\$72,000.00	\$62,000.00	\$66,519.00		\$200,519.00
Program Subgrantees	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$72,000.00	\$62,000.00	\$66,519.00		\$200,519.00
Food and Beverages for Clients	\$7,000.00	\$2,000.00	\$2,000.00		\$11,000.00
Financial Direct Assistance to Clients	\$50,377.00	\$48,000.00	\$54,000.00		\$152,377.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$57,377.00	\$50,000.00	\$56,000.00		\$163,377.00
Capital Outlay Amount	\$6,000.00	\$6,000.00	\$0.00		\$12,000.00
Total	\$252,265.00	\$258,067.00	\$264,519.00		\$774,851.00
Total Period Percentage	32.56	33.31	34.14		

Detailed Budget Narrative

Salaries plus Benefits	Salaries include partial costs for: Case manager, Program Manager, Support Services Specialist, Executive Director and Office Manager with a percentage of fringe.
General Op Expenses	Rent or mortgage and utilities for facilities used as shelter/transitional housing, cleaning supplies, repair and maintenance, lawn maintenance, shelter equipment, toiletries, diapers and food. Program office expenses.
Program Subgrantees	
Staff Travel	
Conferences	
Food and Beverage	Food and beverage for clients while in shelter or transitional housing.
Financial Assistance	Financial assistance for clients: rent, mortgage and utilities assistance (past due and current); deposits; application fees; work-related child care expenses; basic household necessities; food; furniture; identification documents; transportation; small home repairs; moving costs; debt reduction and other types of financial assistance as needed. Assistance may be one time only or continuing up to 12 months subject to any applicable recertification requirements.
Other Assistance	
Capital Outlay	Period 1 and 2: Facilities structural changes, installation of electricity within an on-site accessory structure, installation of interior or exterior handrails and portable or fixed wheelchair ramps, installation of security systems, or new vehicle purchase subject to prior approval by the City's contract manager. Period 3: Deleted.



City of Austin Purchasing Office

Certificate of Exemption for Professional Services, Public Health and Safety or Other Exempt Purchase (Non-Competitive)

DATE: November 27, 2017

DEPT: Austin Public Health

TO: Purchasing Officer or Designee

FROM: Stephanie Hayden

PURCHASING POC: Shawn Willett

PHONE: 512-972-5010

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure unless the expenditure falls within an exemption listed in Section 252.022.

Refer to Local Government Code 252.022 for a complete list of exemptions:

[Link to Local Government Code](#)

The City has selected a vendor for contract award and declares the competitive solicitation procedures in Local Government Code Chapter 252.022 to be exempt for this procurement. This Certificate of Exemption is hereby executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized and certifies that the following exemption is applicable to this procurement.
2. Please check the criteria listed below that applies to this request:

- ☐ A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of a municipality.
- ☐ A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
- ☐ A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
- ☒ A procurement of personal, professional, or planning services
- ☐ Other exemption from Chapter 252.022: _____

Austin Public Health hereby designates that per Texas Local Government Code Chapter 252.022.a(4), agreements for social services are exempt from competition based on the specialized nature of the services provided and the mental and intellectual nature of the services being purchased. We are therefore requesting a blanket exemption for all such agreements.

Recommended Certification	<u>Leslie Bayl</u>	<u>4-23-18</u>
	Originator	Date
Approved Certification	<u>Stephanie Hays</u>	<u>12/05/17</u>
	Department Director or designee	Date
	<u>Stacy</u>	<u>12/5/17</u>
	Assistant City Manager or designee (procurement requiring Council approval)	Date
Purchasing Office Review	<u>[Signature]</u>	<u>05/15/18</u>
	Authorized Purchasing Office Staff	Date
Purchasing Office Management Review		
	Purchasing Officer or designee (procurement requiring Council approval)	Date

APH will complete the below information and include a copy with each agreement as applicable

Vendor Name: Foundation for the Homeless, Inc.

Master Agreement Number: 9100 NG-15 0000029

APH Confirming Signature & Date: [Signature]

Signature

5/11/18

Date



Amendment No. 2
to
Contract No. NG150000029
for
Social Services
between
FOUNDATION FOR THE HOMELESS, INC.
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Agreement is ***Eleven Thousand Six Hundred and Four dollars (\$11,604)***. The total Agreement amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 713,958
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 42,837	\$ 756,795
Amendment No. 2: Add funds to Contract and modify Exhibits	\$ 11,604	\$ 768,399

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 1/19/2017]

Exhibit E – Business Associate Agreement is added to the Agreement.

- 4.0 The following Terms and Conditions have been MODIFIED:

Section 1.2 **Responsibilities of the Grantee**. The Grantee shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Agreement Exhibits. The Grantee shall assure that all Agreement provisions are met by any Subgrantee performing services for the Grantee.

Section 4.1 **Agreement Amount**. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Agreement, the maximum amount payable by the City under this Agreement for the initial 37 month term shall not exceed the amount approved by City Council, which is ***\$768,399 (Seven Hundred Sixty Eight Thousand Three Hundred Ninety Nine dollars)***, and ***\$258,067 (Two Hundred Fifty Eight Thousand and Sixty Seven dollars)*** per 12

month extension option, for a total Agreement amount of \$1,542,600. Continuation of the Agreement beyond the initial 37 months is specifically contingent upon the availability and allocation of funding, and authorization by City Council.

Section 4.1.1.2 Transfers between or among the approved budget categories in excess of 10% or more than \$50,000 will require the City Agreement Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The Grantee must submit a Budget Revision Form to the City **prior** to the submission of the Grantee's first monthly billing to the City following the transfer.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.2 For the Program Period of 10/1/2016 through 9/30/2017, the payment from the City to the Grantee shall not exceed \$258,067 (*Two Hundred Fifty Eight Thousand and Sixty Seven dollars*);

4.1.2.3 For the Program Period of 10/1/2017 through 9/30/2018, the payment from the City to the Grantee shall not exceed \$258,067 (*Two Hundred Fifty Eight Thousand and Sixty Seven dollars*).

Section 4.3.1 All requests accepted and approved for payment by the City will be paid within 30 calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without the information required in Section 4.2 cannot be processed, will be returned to the Grantee, and City will make no payment in connection with such request.

Section 4.4 **Non-Appropriation.** The awarding or continuation of this Agreement is dependent upon the availability of funding and authorization by Council. The City's payment obligations are payable only and solely from funds appropriated and available for this Agreement. The absence of appropriated or other lawfully available funds shall render the Agreement null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Grantee. The City shall provide the Grantee written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Agreement, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Agreement. In the event of non- or inadequate appropriation of funds, there will be no penalty or removal fees charged to the City.

Section 4.7.1 The City agrees to pay Grantee for services rendered under this Agreement and to reimburse Grantee for actual, eligible expenses incurred and paid in accordance with all terms and conditions of this Agreement. The City shall not be liable to Grantee for any costs incurred by Grantee which are not reimbursable as set forth in Section 4.8.

Section 4.7.4 The City shall not be liable to Grantee for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Grantee which were: a) incurred prior to the effective date of this Agreement or outside the Agreement period as referenced in Sections 4.1.2 and 4.8.1., or b) not billed to the City within 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.7.6 Grantee shall deposit and maintain all funds received under this Agreement in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Agreement. The Grantee's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Agreement are disbursed. Grantee must be able to produce an

accounting system-generated report of exact expenses or portions of expenses charged to the City for any given time period.

Section 4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Agreement, and in conformance with the Agreement Exhibits. Grantee agrees that, unless otherwise specifically provided for in this Agreement, payment by the City under the terms of this Agreement is made on a reimbursement basis only; Grantee must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Agreement and subject to payment by the City. Expenses incurred during the Program Period may be paid up to 30 days after the end of the Program Period and included in the Final Payment Request for the Program Period, which shall be due no later than 5 p.m. CST 5 business days before the due date for the Grantee's annual Contract Progress Report or Contract Closeout Summary Report, whichever is applicable.

Section 4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Agreement constitutes "written authorization." The item shall be specifically identified in the budget. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alteration, construction, or relocation of facilities
2. Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over \$5,000
7. Selling and marketing
8. Travel/training outside Travis County

Section 4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Agreement. The City shall have the authority to make the final determination as to whether an expense is an allowable cost.

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Depreciation
8. Donations and contributions including donated goods or space
9. Entertainment costs, other than expenses related to client incentives
10. Fines and penalties (including late fees)
11. Fundraising and development costs
12. Goods or services for officers' or employees' personal use
13. Housing and personal living expenses for organization's officers or employees

14. Idle facilities and idle capacity
15. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
16. Lobbying or other expenses related to political activity
17. Losses on other agreements or casualty losses
18. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement
19. Taxes, other than payroll and other personnel-related levies
20. Travel outside of the United States of America

Section 4.9.5 Grantee shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Grantee's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year to be due in conjunction with submission of the Grantee's annual financial audit report or financial review report as outlined in Section 4.12.4. If Grantee filed a Form 990 or Form 990EZ extension request, Grantee shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within 30 days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

Section 4.10.1 Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

Section 4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this Agreement. If the Grantee asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided and is subject to acceptance by the City's Law Department.

Section 4.11.3 Grantee shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Agreement Term upon request following the receipt of the final report.

Section 4.12.2 If Grantee is not subject to the Single Audit Act, and expends \$750,000 or more during the Grantee's fiscal year, then Grantee shall have a full financial audit performed in accordance with Generally Accepted Auditing Standards (GAAS). If less than \$750,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Agreement.

Section 4.12.4 Grantee must submit 1 Board-approved, bound hard copy of a complete financial audit report or financial review report, to include the original auditor Opinion Letter/Independent Auditor's Report within 270 calendar days of the end of Grantee's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report or financial review report must include the Management Letter/Internal Controls Letter, if one was issued by the auditor. Grantee may not submit electronic copies of financial audit reports or financial review reports to the City. Financial audit reports or financial review reports must be provided in hard copy, and either mailed or hand-delivered to the City.

Section 4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review report to the Grantee's Board of Directors or a committee of the Board.

- i. Grantee's Board Chair must submit a signed and dated copy of the APH Board Certification form to the City as verification.

A signed and dated copy of the APH Board Certification form will be due to the City with the financial audit report/financial review report. The City will deem the financial audit report/financial review report incomplete if the Grantee fails to submit the Board Certification form, as required by this Section.

Section 8.6 Business Continuity. Grantee warrants that it has adopted a business continuity plan that describes how Grantee will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Grantee shall provide a copy of the plan to the City's Agreement Manager upon request at any time during the term of this Agreement, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document.

Section 8.21.1.4 require that all Subgrantees obtain and maintain, throughout the term of their Subagreement, insurance in the type required by this Agreement, and in amounts appropriate for the amount of the Subagreement, with the City being a named insured as its interest shall appear;

5.0 The following Terms and Conditions have been ADDED to the Agreement:

Section 4.3.3.8 identification of previously reimbursed expenses determined to be unallowable after payment was made.

Section 4.10.2 Grantee shall provide the City with copies of revised Articles of Incorporation and Doing Business As (DBA) certificates (if applicable) within 14 calendar days of receipt of the notice of filing by the Secretary of State's office. Grantee shall provide the City with copies of revised By-Laws within 14 calendar days of their approval by the Grantee's governing body.

Section 8.6.1 Grantee agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes. Grantee participation includes assisting the City to provide disaster response and recovery assistance to individuals and families impacted by manmade or natural disasters.

Section 8.21.1.6 maintain and make available to the City, upon request, Certificates of Insurance for all Subgrantees.

Section 8.27 Public Information Act. Grantee acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act). Under the Public Information Act, this Agreement and all related information within the City's possession or to which the City has access are presumed to be public and will be released unless the information is subject to an exception described in the Public Information Act.

Section 8.28 HIPAA Standards. As applicable, Grantee and Subgrantees are required to develop and maintain administrative safeguards to ensure the confidentiality of all protected client information, for both electronic and non-electronic records, as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards CFR 160 and 164, and to comply with all other applicable federal, state, and local laws and policies applicable to the confidentiality of protected client information. Grantee must maintain HIPAA-compliant Business Associate agreements with each entity with which it may share any protected client information.

8.28.1 Business Associate Agreement. If performance of this Agreement involves the use or disclosure of Protected Health Information (PHI), as that term is defined in 45 C.F.R. §

160.103, then Grantee acknowledges and agrees to comply with the terms and conditions contained in the Business Associate Agreement, attached as Exhibit E.

Section 8.29 Political and Sectarian Activity. No portion of the funds received by the Grantee under this Agreement shall be used for any political activity (including, but not limited to, any activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat, or final content of legislation; or for any sectarian or religious purposes.

Section 8.30 Culturally and Linguistically Appropriate Standards (CLAS). The City is committed to providing effective, equitable, understandable and respectful quality care and services that are responsive to diverse cultural beliefs and practices, preferred languages, health literacy, and other communication needs. This commitment applies to services provided directly by the City as well as services provided through its Grantees. Grantee and its Subgrantees agree to implement processes and services in a manner that is culturally and linguistically appropriate and competent. Guidance on adopting such standards and practices are available at the U.S. Department of Health and Human Services Office of Minority Health's website at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=1&lvlid=6>.

In some instances, failure to provide language assistance services may have the effect of discriminating against persons on the basis of their natural origin. Guidelines for serving individuals with Limited English Proficiency (LEP) are available at <https://www.lep.gov/fags/fags.html>.

6.0 MBE/WBE goals were not established for this Contract.

7.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

8.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

9.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

CONTRACTOR

Signature:

Sharon Y Lowe

FOUNDATION FOR THE HOMELESS, INC.
Sharon Lowe, Executive Director
8505 Cross Park Drive
Austin, TX 78754

Date: 3-07-2017

CITY OF AUSTIN

Signature:

Shawn Willitt

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 4/10/17

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018	<i>Total</i>	
<i>Salary plus Benefits</i>	\$116,888.00	\$140,067.00	\$140,067.00	\$397,022.00	
<i>General Operations Expenses</i>	\$72,000.00	\$62,000.00	\$62,000.00	\$196,000.00	
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Conferences</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Operations SubTotal</i>	\$72,000.00	\$62,000.00	\$62,000.00	\$196,000.00	
<i>Food and Beverages for Clients</i>	\$7,000.00	\$2,000.00	\$2,000.00	\$11,000.00	
<i>Financial Direct Assistance to Clients</i>	\$50,377.00	\$48,000.00	\$48,000.00	\$146,377.00	
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00	\$0.00	
<i>Direct Assistance SubTotal</i>	\$57,377.00	\$50,000.00	\$50,000.00	\$157,377.00	
<i>Capital Outlay Amount</i>	\$6,000.00	\$6,000.00	\$6,000.00	\$18,000.00	
<i>Total</i>	\$252,265.00	\$258,067.00	\$258,067.00	\$768,399.00	
<i>Total Period Percentage</i>	32.83	33.59	33.59		

Detailed Budget Narrative

Salaries plus Benefits	Administrative and program service staff salaries, benefits, fringe and employment taxes. (Salaries include: Case manager; Client Navigator; and a portion of the Director of Housing Services, Director of Client Services, and Director of Operations; and Fringe.)
General Op Expenses	Rent or mortgage and utilities for facilities used as shelter/transitional housing, cleaning supplies, repair and maintenance, lawn maintenance, shelter equipment, toiletries, diapers and food. Program office expenses.
Program Subcontractors	
Staff Travel	
Conferences	
Food and Beverage	Food and beverage for clients while in shelter or transitional housing.
Financial Assistance	Past due, current and forward rent and utilities assistance, deposits, application fees, work-related child care expenses, basic household necessities, food, furniture, identification documents, mileage, bus, taxi reimbursement, small home repairs, moving costs, debt reduction and other types of financial assistance to obtain and/or maintain housing.
Other Assistance	
Capital Outlay	Facilities structural changes, installation of electricity within an on-site accessory structure, installation of interior or exterior handrails and portable or fixed wheelchair ramps, installation of security systems, or new vehicle purchase subject to prior approval by the City's contract manager.

BUSINESS ASSOCIATE AGREEMENT PROVISIONS

This Business Associate Agreement (the "Agreement"), is made by and between the Grantee (Business Associate) and the City (Covered Entity) (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C ("the Security Rule"), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides services outlined in Exhibit A.1 to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received, maintained, or transmitted in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. **Definitions.** Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
1. **Breach.** "Breach" shall have the same meaning as the term "breach" in 45 C.F.R. §164.502.
 2. **Business Associate.** "Business Associate" shall have the same meaning as the term "business associate" in 45 C.F.R. §160.103 and in reference to the party to this agreement, shall mean Grantee.
 3. **Covered Entity.** "Covered Entity" shall have the same meaning as the term "covered entity" in 45 C.F.R. §160.103 and in reference to the party to this agreement shall mean The City of Austin.
 4. **Designated Record Set.** "Designated Record Set" shall mean a group of records maintained by or for a Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of

this definition, the term "record" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

5. HIPAA Rules. The Privacy Rule and the Security Rule and amendments codified and promulgated by the HITECH Act are referred to collectively herein as "HIPAA Rules."
 6. Individual. "Individual" shall mean the person who is the subject of the protected health information.
 7. Incident. "Incident" means a potential or attempted unauthorized access, use, disclosure, modification, loss or destruction of PHI, which has the potential for jeopardizing the confidentiality, integrity or availability of the PHI.
 8. Protected Health Information ("PHI"). "Protected Health Information" or PHI shall have the same meaning as the term "protected health information" in 45 C.F.R. §160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of covered entity pursuant to this Agreement.
 9. Required by Law. "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.
 10. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.
 11. Sensitive Personal Information. "Sensitive Personal Information" shall mean an individual's first name or first initial and last name in combination with any one or more of the following items, if the name and the items are not encrypted: a) social security number; driver's license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account; or b) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
 12. Subcontractor. "subcontractor" shall have the same meaning as the term "subcontractor" in 45 C.F.R. §160.103.
 13. Unsecured PHI. "Unsecured PHI" shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5.
- B. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this

Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of providing a social service.

C. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:

1. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
2. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
3. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
4. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered entity;
5. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
6. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,
7. direct, review and control notification made by the Business Associate of individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.

D. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

- (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
- 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
- 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
- 4. Safeguards.
 - (a) Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.
 - (b) Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.

5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
 - (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.
- 8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, books, records, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
 - 9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Incident Notification for PHI. Business Associate will report any successful Incident of which it becomes aware and at the request of the Covered Entity, will identify: the date of the Incident, scope of Incident, Business Associate's response to the Incident, and the identification of the party responsible for causing the Incident.
13. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. § 164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. § 164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. § 164.404(c) without reasonable delay, and in no case later than three days following the discovery of the breach. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.
14. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made by the Business Associate under the direction, review and control of Covered Entity. The Business Associate will notify the Covered Entity via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.
15. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify

Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's negligent or willful acts or omissions, or those negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

- E. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
 2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.
 3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.
- F. Application of Security and Privacy Provisions to Business Associate.
1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to

the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.

2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the Secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach within 30 days of written notice of such breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if

Business associate has breached a material term of this Agreement and cure is not possible.

3. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. **Miscellaneous.**

1. **Indemnification.** To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. **Mitigation.** If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. **Survival.** The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.

5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed in Section 8.7 of the agreement between the City and Grantee or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.
6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.
13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.



Amendment No. 1
to
Contract No. NG150000029
for
Social Services
between
FOUNDATION FOR THE HOMELESS, INC.
and the
CITY OF AUSTIN

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 The total amount for this Amendment to the Contract is **Forty Two Thousand Eight Hundred Thirty Seven dollars (\$42,837)**. The total Contract amount is recapped below:

Term	Contract Change Amount	Total Contract Amount
Basic Term: (Sept. 1, 2015 – Sept. 30, 2018)	n/a	\$ 713,958
Amendment No. 1: Add funds to Contract and modify Exhibits	\$ 42,837	\$ 756,795

- 3.0 The following changes have been made to the original contract EXHIBITS:

Exhibit A.2 -- Program Performance Measures is deleted in its entirety and replaced with a new **Exhibit A.2 -- Program Performance Measures**. [Revised 3/25/2016]

Exhibit B.1 -- Program Budget and Narrative is deleted in its entirety and replaced with a new **Exhibit B.1 -- Program Budget and Narrative**. [Revised 3/25/2016]

- 4.0 The following contract TERMS and CONDITIONS have been revised:

Section 4.1 [Contract Amount]. The Grantee acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty-seven (37) month term shall not exceed the amount approved by City Council, which is **\$756,795 (Seven Hundred Fifty Six Thousand Seven Hundred Ninety Five dollars)**, and **\$252,265 (Two Hundred Fifty Two Thousand Two Hundred Sixty Five dollars)** per twelve (12) month extension option, for a total Contract amount of \$1,513,590. Continuation of the Contract beyond the initial thirty-seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

Section 4.1.2 Payment to the Grantee shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Grantee shall not exceed \$252,265 (Two Hundred Fifty Two Thousand Two Hundred Sixty Five dollars);

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Grantee shall not exceed \$252,265 (Two Hundred Fifty Two Thousand Two Hundred Sixty Five dollars);

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Grantee shall not exceed \$252,265 (Two Hundred Fifty Two Thousand Two Hundred Sixty Five dollars).

5.0 MBE/WBE goals were not established for this Contract.

6.0 Based on the criteria in the City of Austin Living Wage Resolution #020509-91, the Living Wage requirement does not apply to this Contract.

7.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.

8.0 All other Contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

CONTRACTOR

Signature:

Sharon Y Lowe

FOUNDATION FOR THE HOMELESS, INC.
Sharon Lowe, Executive Director
8505 Cross Park Drive
Austin, TX 78754

Date: 4-5-2016

CITY OF AUSTIN

Signature:

Shawn Willett

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Date: 7/7/16

Program Performance Measures

		<i>Period</i>			<i>Contract Term</i>
		<i>1</i>	<i>2</i>	<i>3</i>	
	<i>Start Date</i>	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	<i>End Date</i>	9/30/2016	9/30/2017	9/30/2018	9/30/2018

Outputs**ID Output Measure Description**

		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
1	Total Number of Unduplicated Clients Served	68	68	68	204

Outcomes**ID Outcome Measure Description**

		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
	Number of case-managed households that transition from homelessness into housing	29	29	29	87
1B	Number of households that exit the program	38	38	38	114
	Percent of case-managed households that transition from homelessness into housing	76.32	76.32	76.32	76.32
	Number of Homeless Households residing in Shelter programs receiving HHSD-funding who receive case management services	38	38	38	114
	Number of Homeless households residing in shelter programs receiving HHSD-funding	38	38	38	114
	Percentage of Homeless Households residing in Shelter programs receiving HHSD-funding who receive case management services	100	100	100	100

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 8/13/2015 3:59:00 PM

Last Modified, If Applicable: 3/25/2016 4:16:00 PM

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
Period Start Date	9/1/2015	10/1/2016	10/1/2017		
Period End Date	9/30/2016	9/30/2017	9/30/2018		Total
Salary plus Benefits	\$116,888.00	\$116,888.00	\$116,888.00		\$350,664.00
General Operations Expenses	\$72,000.00	\$72,000.00	\$72,000.00		\$216,000.00
Program Subcontractors	\$0.00	\$0.00	\$0.00		\$0.00
Staff Travel	\$0.00	\$0.00	\$0.00		\$0.00
Conferences	\$0.00	\$0.00	\$0.00		\$0.00
Operations SubTotal	\$72,000.00	\$72,000.00	\$72,000.00		\$216,000.00
Food and Beverages for Clients	\$7,000.00	\$7,000.00	\$7,000.00		\$21,000.00
Financial Direct Assistance to Clients	\$50,377.00	\$50,377.00	\$50,377.00		\$151,131.00
Other Assistance Amount	\$0.00	\$0.00	\$0.00		\$0.00
Direct Assistance SubTotal	\$57,377.00	\$57,377.00	\$57,377.00		\$172,131.00
Capital Outlay Amount	\$6,000.00	\$6,000.00	\$6,000.00		\$18,000.00
Total	\$252,265.00	\$252,265.00	\$252,265.00		\$756,795.00
Total Period Percentage	33.33	33.33	33.33		

Detailed Budget Narrative

Salaries plus Benefits

1.00 Case Manager;
0.50 Intake Specialist;
0.55 Director of Housing Services;
0.45 Director of Client Services;
0.10 Director of Operations; and
13% Fringe Rate

General Op Expenses

Rent or mortgage and utilities for facilities used as shelter/transitional housing, equipment, cleaning supplies, repair and maintenance, lawn maintenance, toiletries, diapers, food, etc.

Program Subcontractors

Staff Travel

Conferences

Food and Beverage

Food and beverage for clients while in shelter or transitional housing.

Financial Assistance

Financial assistance for clients: rent, mortgage and utilities assistance (past due and current); deposits; application fees; work-related child care expenses; basic household necessities; food; furniture; identification documents; transportation; small home repairs; moving costs; debt reduction and other types of financial assistance as needed. Assistance may be one time only or continuing up to 12 months subject to any applicable recertification requirements.

Other Assistance

Capital Outlay

For potential capital expenses related to shelter/transitional housing program such as facilities structural changes, installation of electricity within an on-site accessory structure, installation of interior or exterior handrails and portable or fixed wheelchair ramps, and installation of security systems subject to prior approval by the City's contract administrator(s). FFH must receive

Created 8/13/2015 3:36:00 PM

Last Modified, If Applicable 3/25/2016 4:19:00 PM

Program Budget and Narrative

approval from COA Contract Manager prior to purchasing any capital item.

**FOUNDATION FOR THE HOMELESS
FAMILY RE-HOUSING INITIATIVE
CITY OF AUSTIN RFP # EAD0116**

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▲ Section 0655- Program Funding Summary	
▲ Section 0605 – Local Business Presence Identification Form	
▲ Insurance Specimen	
▲ Monitoring Reports from previous 24 months of relevant City of Austin Health and Human Services Department, other local, state , and/or federal contracts	



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR APPLICATION (RFA)

SOLICITATION NO: EAD0116

DATE ISSUED: 2/24/14

COMMODITY CODE: 95243

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Erin D'Vincent

Senior Buyer

Phone: (512) 972-4017

E-Mail: Erin.D'Vincent@austintexas.gov

Questions regarding the RFA shall be sent to
CityHSRFA2014@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Self Sufficiency Social
Services

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION ONE:** 3/5/14, 2 PM – 4 PM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

**NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND
TIME OPTION TWO:** 3/19/14, 9 AM – 11 AM, local time

LOCATION: Rutherford Lane Campus, Building 1 Auditorium
1520 Rutherford Lane, Austin, TX 78754

APPLICATION DUE PRIOR TO: 4/24/14, 11 AM, local time

APPLICATION CLOSING TIME AND DATE: 4/24/14, 11 AM, local
time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

All documents shall be submitted the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

**SUBMIT 1 ORIGINAL AND 6 ELECTRONIC COPIES OF YOUR RESPONSE ON A CD OR
FLASH DRIVE**

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	14
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0610	APPLICATION THRESHOLD CHECKLIST	1
0615	CONNECTION TO THE GOALS AND CATEGORIES	1
0620	CLIENT ELIGIBILITY REQUIREMENTS	4
0625	HOMELESS HOUSING HABILITY STANDARDS	1
0630	HOMELESS MANAGEMENT INFORMATION SYSTEMS	1
0635	DEFINING EVIDENCE GUIDLINE	1
0640	PROGRAM PERFORMANCE MEASURES AND GOALS	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	4
0655	PROGRAM FUNDING SUMMARY	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Foundation For the Homeless, Inc.

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Sharon Lowe

Title: Executive Director

Signature of Officer or Authorized Representative: Sharon Lowe

E-Mail Address: slowe@foundationhomeless.org

Phone Number: 512-453-6570

* Application response must be submitted with this Offer sheet to be considered for award



**CONTRACT BETWEEN
THE CITY OF AUSTIN
AND
FOUNDATION FOR THE HOMELESS, INC.
FOR
SOCIAL SERVICES**

CONTRACT NO. NG150000029

CONTRACT AMOUNT: \$713,958

This Contract is made by and between the City of Austin ("the City") acting by and through its Health and Human Services Department ("HHSD"), a home-rule municipality incorporated by the State of Texas, and Foundation for the Homeless, Inc. ("Contractor"), a Texas non-profit corporation, having offices at 8505 Cross Park Drive, Austin, TX 78754.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in the attached Contract Exhibits.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Contract Exhibits. The Contractor shall assure that all Contract provisions are met by the Subcontractor.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Program Work Statement. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all requests for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports. The Contract Manager's oversight of the Contractor's activities shall be for the City's benefit and shall not imply or create any partnership or joint venture as between the City and the Contractor.

1.4 **Designation of Key Personnel.** The City's Contract Manager for this Contract, to the extent stated in the preceding section 1.3, shall be responsible for oversight and monitoring of Contractor's performance under this Contract as needed to represent the City's interest in the Contractor's performance.

1.4.1 The City's Contract Manager, Natasha Ponczek Shoemake or designee:

- may meet with Contractor to discuss any operational issues or the status of the services or work to be performed; and

- shall promptly review all written reports submitted by Contractor, determine whether the reports comply with the terms of this Contract, and give Contractor timely feedback on the adequacy of progress and task reports or necessary additional information.

1.4.2 Contractor's Contract Manager, Sharon Lowe, Executive Director, or designee, shall represent the Contractor with regard to performance of this Contract and shall be the designated point of contact for the City's Contract Manager.

1.4.3 If either party replaces its Contract Manager, that party shall promptly send written notice of the change to the other party. The notice shall identify a qualified and competent replacement and provide contact information.

SECTION 2. TERM

2.1 **Term of Contract.** The Contract shall be in effect for a term of thirty seven (37) months beginning September 1, 2015 and ending September 30, 2018, and may be extended thereafter for up to three (3) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or their designee.

2.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed upon in writing).

SECTION 3. PROGRAM WORK STATEMENT

3.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all services described in the attached Contract Exhibits in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 4. COMPENSATION AND REPORTING

4.1 **Contract Amount.** The Contractor acknowledges and agrees that, notwithstanding any other provision of this Contract, the maximum amount payable by the City under this Contract for the initial thirty seven (37) month term shall not exceed the amount approved by City Council, which is **\$713,958 (Seven Hundred Thirteen Thousand Nine Hundred Fifty Eight dollars)**, and **\$237,986 (Two Hundred Thirty Seven Thousand Nine Hundred Eighty Six dollars)** per twelve (12) month extension option, for a total Contract amount of \$1,427,916. Continuation of the Contract beyond the initial thirty seven (37) months is specifically contingent upon the availability and allocation of funding by City Council.

4.1.1 The Contractor shall expend City funds according to the approved budget categories described in Exhibit B.1, Program Budget and Narrative.

4.1.1.1 **Budget Revision:** The Contractor may make transfers between or among budget categories with the City Contract Manager's prior approval, provided that:

- i. The cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than 10% of the program period total –or– \$50,000, whichever is less;
- ii. the transfer will not increase or decrease the total monetary obligation of the City under this Contract; and
- iii. the transfers will not change the nature, performance level, or scope of the program funded under this Contract.

4.1.1.2 Transfers between or among budget categories in excess of 10% will require the City Contract Manager's approval, and must meet all of the conditions outlined in Section 4.1.1.1 (ii) and (iii) above.

- i. The CONTRACTOR must submit a Budget Revision Form to the City **prior** to the submission of the CONTRACTOR'S first monthly billing to the City following the transfer.

4.1.2 Payment to the Contractor shall be made in the following increments:

4.1.2.1 For the Program Period of September 1, 2015 through September 30, 2016, the payment from the City to the Contractor shall not exceed *\$237,986 (Two Hundred Thirty Seven Thousand Nine Hundred Eighty Six dollars)*;

4.1.2.2 For the Program Period of October 1, 2016 through September 30, 2017, the payment from the City to the Contractor shall not exceed *\$237,986 (Two Hundred Thirty Seven Thousand Nine Hundred Eighty Six dollars)*;

4.1.2.3 For the Program Period of October 1, 2017 through September 30, 2018, the payment from the City to the Contractor shall not exceed *\$237,986 (Two Hundred Thirty Seven Thousand Nine Hundred Eighty Six dollars)*.

4.2 Requests for Payment.

Payment to the Contractor shall be due thirty (30) calendar days following receipt by the City of Contractor's fully and accurately completed "Payment Request" and "Monthly Expenditure Report", using forms at <http://www.ckodm.com/austin/>. The payment request and expenditure report must be submitted to the City no later than 5:00 p.m. Central Time fifteen (15) calendar days following the end of the month covered by the request and expenditure report. **If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the payment request and expenditure report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday.** Contractor must provide the City with supporting documentation for each monthly Payment Request which includes, but not limited to, a report of City contract expenditures generated from the Contractor's financial management system. Examples of appropriate supporting documentation **MAY** include, but are not limited to:

- General Ledger Detail report from the contractor's financial management system
- Profit & Loss Detail report from the contractor's financial management system
- Check ledger from the contractor's financial management system
- Payroll reports and summaries, including salary allocation reports and signed timesheets
- Receipts and invoices
- Copies of checks and bank statements showing transactions as cleared

The City retains right of final approval of any supporting documentation submitted before a Payment Request is approved for processing. Failure to provide supporting documentation acceptable to the City may result in delay or rejection of the Payment Request. The City reserves the right to modify the required supporting documentation, as needed.

4.2.1 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

4.2.2 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

4.3 Payment.

4.3.1 All requests for payment received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later. Requests for payment received without all required information cannot be processed and will be returned to the Contractor.

4.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

4.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

4.3.3.1 delivery of unsatisfactory services by the Contractor;

4.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

4.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

4.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

4.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

4.3.3.6 failure of the Contractor to submit proper payment requests and expenditure reports with all required attachments and supporting documentation;

4.3.3.7 failure of the Contractor to comply with any material provision of the Contract; or

4.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City. Payment will be made by check unless the parties mutually agree to payment by electronic transfer of funds.

- 4.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds appropriated and available for this Contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 4.5 **Travel Expenses.** All approved travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

- 4.6 **Final Payment and Close-Out.**

4.6.1 The making and acceptance of final payment will constitute:

4.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, regardless of when the cause for a claim is discovered (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

4.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

- 4.7 **Financial Terms.**

4.7.1 The City agrees to pay Contractor for services rendered under this Contract and to reimburse Contractor for actual, eligible expenses incurred and billed in accordance with all terms

and conditions of this Contract. The City shall not be liable to Contractor for any costs incurred by Contractor which are not reimbursable as set forth in Section 4.8.

4.7.2 The City's obligation to pay is subject to the timely receipt of complete and accurate reports as set forth in Section 4.9 and any other deliverable required under this Contract.

4.7.3 Payments to the Contractor will immediately be suspended upon the occasion of any late, incomplete, or inaccurate report, audit, or other required report or deliverable under this Contract, and payments will not be resumed until the Contractor is in full compliance.

4.7.4 The City shall not be liable to Contractor for any costs which have been paid under other agreements or from other funds. In addition, the City shall not be liable for any costs incurred by Contractor which were: a) incurred prior to the effective date of this Contract, or b) not billed to the City within sixty (60) calendar days following termination date of this Contract.

4.7.5 Contractor agrees to refund to the City any funds paid under this Contract which the City determines have resulted in overpayment to Contractor or which the City determines have not been spent by Contractor in accordance with the terms of this Contract. Refunds shall be made by Contractor within thirty (30) calendar days after a written refund request is submitted by the City. The City may, at its discretion, offset refunds due from any payment due Contractor, and the City may also deduct any loss, cost, or expense caused by Contractor from funds otherwise due.

4.7.6 Contractor shall deposit and maintain all funds received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting with a specific chart which reflects specific revenues and expenditures for the monies received under this Contract. The Contractor's accounting system must identify the specific expenditures, or portions of expenditures, against which funds under this Contract are disbursed.

4.7.7 Contractor is required to utilize an online contract management system for billing and reporting in accordance with the City's guidelines, policies, and procedures. Contractor is responsible for all data entered/edited under its unique username, as well as all required but omitted data.

4.7.8 Contractor shall expend the City budget in a reasonable manner in relation to contract time elapsed and/or contract program service delivery schedule. If cumulative expenditures are not within acceptable amounts, the City may require the Contractor to: 1) submit an expenditure plan, and/or 2) amend the contract budget amount to reflect projected expenditures, as determined by the City.

4.8 Allowable and Unallowable Costs.

The City shall make the final determination of whether a cost is allowable or unallowable under this Contract.

4.8.1 Reimbursement Only. Expenses and/or expenditures shall be considered reimbursable only if incurred during the current Program Period identified in Section 4.1.2, directly and specifically in the performance of this Contract, and in conformance with the Contract Exhibits. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by the City under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by the City.

4.8.2 To be allowable under this Contract, a cost must meet all of the following general criteria:

1. Be reasonable for the performance of the activity under the Contract.
2. Conform to any limitations or exclusions set forth in this Contract.
3. Be consistent with policies and procedures that apply uniformly to both government-financed and other activities of the organization.
4. Be determined and accounted in accordance with generally accepted accounting principles (GAAP).

5. Be adequately documented.

4.8.3 The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the budget within this Contract constitutes "written authorization". The item shall be specifically identified in the budget.

1. Alteration, construction, or relocation of facilities
2. Depreciation.
3. Equipment and other capital expenditures.
4. Interest, other than mortgage interest as part of a pre-approved budget under this Contract
5. Organization costs (costs in connection with the establishment or reorganization of an organization)
6. Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Contract
7. Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
8. Selling and marketing
9. Travel/training outside Travis County

4.8.4 The following types of expenses are specifically **not allowable** with City funds under this Contract:

1. Alcoholic beverages
2. Bad debts
3. Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
4. Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
5. Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
6. Deferred costs
7. Donations and contributions including donated goods or space
8. Entertainment costs
9. Fines and penalties (including late fees)
10. Fundraising and development costs
11. Goods or services for officers' or employees' personal use
12. Housing and personal living expenses for organization's officers or employees
13. Idle facilities and idle capacity
14. Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
15. Lobbying or other expenses related to political activity
16. Losses on other agreements or contracts or casualty losses
17. Taxes, other than payroll and other personnel-related levies

4.9 **Reports.**

4.9.1 Contractor must submit a fully and accurately completed "Payment Request" and "Monthly Expenditure Report" to the City's Contract Manager using the forms shown at <http://www.ckodm.com/austin/> by the deadline outlined in section 4.2. Contractor must provide complete and accurate supporting documentation. Upon receipt and approval by the City of each complete and accurate Payment Request and Monthly Expenditure Report, the City shall process payment to the Contractor of an amount equal to the City's payment obligations, subject to deduction for any unallowable costs.

4.9.2 Contractor shall submit a quarterly performance report using the format and method specified by the City no later than fifteen (15) calendar days following each calendar quarter. If the fifteenth (15th) calendar day falls on a weekend or holiday, as outlined in Section 8.24, the deadline to submit the quarterly performance report is extended to no later than 5:00 p.m. Central Time of the first (1st) weekday immediately following the weekend or holiday. Contractor shall provide complete and accurate supporting documentation upon request by City. Payment Requests will not be approved if any accurate and complete performance report, including any required documentation, is past due. Performance reports on a frequency other than quarterly may be required by the City based upon business needs.

4.9.3 An annual Contract Progress Report, using the forms shown at <http://www.ckodm.com/austin/>, shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the end of each Program Period identified in section 4.1.2.

4.9.4 A Contract Closeout Summary report using the forms shown at <http://www.ckodm.com/austin/> shall be completed by the Contractor and submitted to the City within sixty (60) calendar days following the expiration or termination of this Contract. Any encumbrances of funds incurred prior to the date of termination of this Contract shall be subject to verification by the City. Upon termination of this Contract, any unused funds, unobligated funds, rebates, credits, or interest earned on funds received under this Contract shall be returned to the City.

4.9.5 Contractor shall provide the City with a copy of the completed Administrative and Fiscal Review (AFR) using the forms shown at <http://www.ckodm.com/austin/>, and required AFR Attachments, including a copy of the Contractor's completed Internal Revenue Service Form 990 or 990EZ (Return of Organization Exempt from Income Tax) if applicable, for each calendar year no later than May 31st of each year. If Contractor filed a Form 990 or Form 990EZ extension request, Contractor shall provide the City with a copy of that application of extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of the final IRS Form 990 document(s) immediately upon completion.

4.9.6 Contractor shall provide other reports required by the City to document the effective and appropriate delivery of services as outlined under this Contract as required by the City.

4.10 **Contractor Policies and Procedures.** Contractor shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans With Disabilities Act; and Criminal Background Checks.

4.11 **Monitoring and Evaluation.**

4.11.1 Contractor agrees that the City or its designee may carry out monitoring and evaluation activities to ensure adherence by the Contractor and Subcontractors to the Program Work Statement, Program Performance Measures, and Program Budget, as well as other provisions of this Contract. Contractor shall fully cooperate in any monitoring or review by the City and further agrees to designate a staff member to coordinate monitoring and evaluation activities.

4.11.2 The City expressly reserves the right to monitor client-level data related to services provided under this contract. If the Contractor asserts that client-level data is legally protected from disclosure to the City, a specific and valid legal reference to this assertion must be provided.

4.11.3 Contractor shall provide the City with copies of all evaluation or monitoring reports received from other funding sources during the Contract Term within twenty (20) working days following the receipt of the final report.

4.11.4 Contractor shall keep on file copies of all notices of Board of Directors meetings, Subcommittee or Advisory Board meetings, and copies of approved minutes of those meetings.

4.12 Financial Audit of Contractor.

4.12.1 In the event Contractor expends \$750,000 or more in a year in federal awards, Contractor shall have a single or program specific audit conducted in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations as required by the Single Audit Act of 1984, as amended (Single Audit Act), and shall submit to the City a complete set of audited financial statements and the auditor's opinion and management letters in accordance with Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and any guidance issued by the federal Office of Management and Budget covering Contractor's fiscal year until the end of the term of this Contract.

4.12.2 If Contractor is not subject to the Single Audit Act, and expends seven hundred fifty thousand dollars (\$750,000) or more during the Contractor's fiscal year, then Contractor shall have a full financial audit performed. If less than seven hundred fifty thousand dollars (\$750,000) is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

4.12.3 Contractor shall contract with an independent auditor utilizing a Letter of Engagement. The auditor must be a Certified Public Accountant recognized by the regulatory authority of the State of Texas.

4.12.4 Contractor must submit one (1) Board-approved, bound hard copy of a complete financial audit report or financial review, to include the original auditor opinion, within one hundred eighty (180) calendar days of the end of Contractor's fiscal year, unless alternative arrangements are approved in writing by the City. The financial audit report/financial review must include the Management Letter if one was issued by the auditor. Contractor may not submit electronic copies of financial audit reports/financial reviews to the City. Financial audit reports/financial reviews must be provided in hard copy, and either mailed or hand-delivered to the City.

4.12.5 The City will contact the independent auditor to verify:

- i. That the auditor completed the financial audit report/financial review received from the Contractor;
- ii. That the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board, and;
- iii. The date the financial audit report/financial review was presented to the Contractor's Board of Directors or a committee of the Board.

4.12.6 The City will contact the Board Chair to verify that the auditor presented the financial audit report/financial review to the Contractor's Board of Directors or a committee of the Board.

- i. Contractor's Board Chair must submit a signed and dated copy of the HHSD Board Certification form to the City as verification.
- ii. In lieu of the Board Certification form, Contractor must submit a signed and copy of the approved Board meeting minutes to the City, indicating the following:
 - a) The Board of Directors, or a committee of the Board, has met with the independent auditor;
 - b) The Board of Directors has authorized and accepted the financial audit report/financial review.

A signed and dated copy of the HHSD Board Certification form, or approved and signed Board minutes reflecting acceptance of the financial audit report/financial review will be due to the City within forty-five (45) days after the audit is due to the City. Board minutes regarding approval of the Contractor's financial audit report/financial review will be verified with the Contractor's Board Chair. The City will deem the financial audit report/financial review incomplete if Contractor fails to submit either the Board Certification form or the Board minutes as required by this section 4.12.6.

4.12.7 The inclusion of any Findings or a Going Concern Uncertainty, as defined by Chapter 200, Subpart F, of Title 2 of the Code of Federal Regulations and Generally Accepted Auditing Standards (GAAS), in a Contractor's audit requires the creation and submission to the City of a corrective action plan formally approved by the Contractor's governing board. The plan must be submitted to the City within 60 days after the audit is due to the City. Failure to submit an adequate plan to the City may result in the immediate suspension of funding. If adequate improvement related to the audit findings is not documented within a reasonable period of time, the City may provide additional technical assistance, refer the Agreement to the City Auditor for analysis, or move to terminate the Agreement as specified in Section 5 of the Agreement.

4.12.8 The expiration or termination of this Contract shall in no way relieve the Contractor of the audit requirement set forth in this Section.

4.12.9 Right To Audit By Office of City Auditor.

4.12.9.1 Contractor agrees that the representatives of the Office of the City Auditor, or other authorized representatives of the City, shall have access to, and the right to audit, examine, and copy any and all records of the Contractor related to the performance under this Agreement during normal business hours (Monday – Friday, 8 am – 5 pm). In addition to any other rights of termination or suspension set forth herein, the City shall have the right to immediately suspend the Agreement, upon written notice to Contractor, if Contractor fails to cooperate with this audit provision. The Contractor shall retain all such records for a period of five (5) years after the expiration or early termination of this Agreement or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.12.9.2 Contractor shall include this audit requirements in any subcontracts entered into in connection with this Agreement.

4.13 Ownership of Property.

4.13.1 Ownership title to all capital acquisition, supplies, materials or any other property purchased with funds received under this Contract and in accordance with the provisions of the Contract, is vested with the City and such property shall, upon termination of the Contract, be delivered to the City upon request.

4.13.2 Written notification must be given to the City within five (5) calendar days of delivery of nonexpendable property (defined as anything that has a life or utility of more than one (1) year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)) in order for the City to effect identification and recording for inventory purposes. Contractor shall maintain adequate accountability and control over such property, maintain adequate property records, perform an annual physical inventory of all such property, and report this information in the annual Contract Progress Report, due sixty (60) days after the end of each Program Period, as well as in the Closeout Summary Report, due sixty (60) days after the end of the Contract Term.

4.13.3 In the event Contractor's services are retained under a subsequent agreement, and should Contractor satisfactorily perform its obligations under this Contract, Contractor shall be able to retain possession of non-expendable property purchased under this Contract for the duration of the subsequent agreement.

4.13.4 Property purchased with City funds shall convey to Contractor two (2) years after purchase, unless notified by the City in writing.

SECTION 5. TERMINATION

- 5.1 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 5.2 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.
- 5.3 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.4 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 6. OTHER DELIVERABLES

- 6.1 **Insurance.** The following insurance requirements apply.

6.1.1 General Requirements

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The Contractor must maintain and make available to the City, upon request, certificates of insurance for all Subcontractors.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

City of Austin
Health and Human Services Department
ATTN: Community Based Resources
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000* for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

- 6.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project
- 6.1.2.1.2 Independent Contractor's Coverage
- 6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period
- 6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- 6.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- 6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- 6.1.2.1.7 If care of a child is provided outside the presence of a legal guardian or parent, Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
- 6.1.2.1.8 The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

* Supplemental Insurance Requirement. If eldercare, childcare, or housing for clients is provided, the required limits shall be \$1,000,000 per occurrence.

6.1.2.2 Business Automobile Liability Insurance.

Minimum limits: \$500,000 combined single limit per occurrence for all owned, hired and non-owned autos

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
- b. If no client transportation is provided but autos are used within the scope of work, and there are no agency owned vehicles, evidence of Personal Auto Policy coverage from each person using their auto may be provided. The following limits apply for personal auto insurance: \$100,000/\$300,000/\$100,000.

All policies shall contain the following endorsements:

- 6.1.2.2.1. Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
- 6.1.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Contractor's policy shall apply to the State of Texas

6.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

6.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

6.1.2.4 **Professional Liability Insurance.**

6.1.2.4.1 Contractor shall provide coverage at a minimum limit of \$500,000 per claim to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Contract.

6.1.2.4.2 If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for twenty-four (24) months following the completion of the Contract.

6.1.2.5 **Blanket Crime Policy Insurance.** A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

6.1.2.6 **Directors and Officers Insurance.** Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Contract and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.1.2.7 **Property Insurance.** If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

6.1.2.8 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required

coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

6.1.2.9 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

6.2 **Equal Opportunity.**

6.2.1.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4. Any Subcontractors used in the performance of this contract and paid with City funds must comply with the same nondiscrimination requirements as the Contractor.

6.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

6.3 **Inspection of Premises.** The City has the right to enter Contractor's and Subcontractor's work facilities and premises during Contractor's regular work hours, and Contractor agrees to facilitate a review of the facilities upon reasonable request by the City.

6.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

6.5 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 7. WARRANTIES

7.1 **Authority.** Each party warrants and represents to the other that the person signing this Contract on its behalf is authorized to do so, that it has taken all action necessary to approve this Contract, and that this Contract is a lawful and binding obligation of the party.

7.2 **Performance Standards.** Contractor warrants and represents that all services provided under this Contract shall be fully and timely performed in a good and workmanlike manner in accordance with generally accepted community standards and, if applicable, professional standards and practices. Contractor may not limit, exclude, or disclaim this warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source. Contractor agrees to participate with City staff to update the performance measures.

SECTION 8. MISCELLANEOUS

- 8.1 **Criminal Background Checks.** Contractor and Subcontractor(s) agree to perform a criminal background check on individuals providing direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Contractor shall not assign or allow an individual to provide direct client service in programs designed for children under eighteen (18) years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.
- 8.2 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
- 8.2.1 The Contractor or Subcontractor(s) seeking an exemption for a food enterprise permit fee must present this signed and executed social services contract upon request to the City. (*Source: City of Austin Ordinance 20051201-013*)
- 8.3 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that the City reasonably believes is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
- 8.4 **Indemnity.**
- 8.4.1 Definitions:
- 8.4.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- 8.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;
- 8.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties);
- 8.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- 8.4.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE

PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

- 8.5 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.
- 8.6 **Business Continuity.** Contractor warrants that it has adopted a business continuity plan that describes how Contractor will continue to provide services in the event of an emergency or other unforeseen event, and agrees to maintain the plan on file for review by the City. Contractor shall provide a copy of the plan to the City's Contract Manager upon request at any time during the term of this Contract, and the requested information regarding the Business Continuity Plan shall appear in the annual Administrative and Fiscal Review document. Contractor also agrees to participate in the City's Emergency Preparedness and Response Plan and other disaster planning processes.
- 8.7 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:	With copy to:
City of Austin, Health and Human Services Department Community Services Division	Foundation for the Homeless, Inc.	City of Austin Health and Human Services Dept.
ATTN: Stephanie Hayden, Assistant Director	ATTN: Sharon Lowe, Executive Director	ATTN: Shannon Jones, Director
7201 Levander Loop, Bldg. H Austin, TX 78702	8505 Cross Park Drive Austin, TX 78754	7201 Levander Loop, Bldg. E Austin, TX 78702

- 8.8 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

- 8.9 **Advertising.** Where such action is appropriate as determined by the City, Contractor shall publicize the activities conducted by the Contractor under this Agreement. Any news release, sign, brochure, or other advertising medium including websites disseminating information prepared or distributed by or for the Contractor shall recognize the City as a funding source and include a statement that indicates that the information presented does not officially represent the opinion or policy position of the City.
- 8.10 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 8.11 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 8.12 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 8.13 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 8.14 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 8.15 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 8.16 **Modifications.** The Contract can be modified or amended only by a written, signed agreement by both parties. No pre-printed or similar terms on any Contractor invoice, order, or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

8.17 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

8.18 **Dispute Resolution.**

8.18.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

8.18.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

8.19 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program**

MBE/WBE goals do not apply to this Contract.

8.20 **Living Wage Policy**

[Reserved]

8.21 **Subcontractors.**

8.21.1 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

8.21.1.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract. The City may require specific documentation to confirm Subcontractor compliance with all aspects of this Contract.

8.21.1.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a

condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

8.21.1.3 require Subcontractors to submit all requests for payment and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include the same with its invoice or application for payment to the City in accordance with the terms of the Contract;

8.21.1.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

8.21.1.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

8.21.2 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

8.21.3 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

8.22 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

8.23 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

8.24 **Holidays.** The following holidays are observed by the City:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King, Jr's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

8.25 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

8.26 **Non-Suspension or Debarment Certification.** The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusions records at SAM.gov, the State of Texas, or the City of Austin.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

FOUNDATION FOR THE HOMELESS, INC.

Signature: Sharon Y Lowe

Name: SHARON Y LOWE
Printed Name

Title: Executive Director

Date: 8/27/2015

CITY OF AUSTIN

Signature: James Scarborough

Name: JAMES SCARBOROUGH
PURCHASING OFFICE

Date: 9/10/2015

EXHIBITS

Exhibit A – Program Forms

- A.1 Program Work Statement
- A.2 Program Performance Measures
- A.3 Client Eligibility Requirements

Exhibit B – Program Budget Forms

- B.1 Program Budget and Narrative

Exhibit C – Equal Employment/Fair Housing Office/Non-Discrimination Certification

Exhibit D- Homeless Management Information System (HMIS) Reporting Requirements

Program Work Statement

*Contract Start Date***9/1/2015***Contract End Date***9/30/2018**

Program Goals And Objectives

The primary purpose of the FFH Family Rehousing Initiative is to ensure that families who are experiencing or at risk for homelessness have access to case management, shelter/transitional housing and direct financial assistance as appropriate.

Foundation for the Homeless, Inc., contracts with the City of Austin for services to homeless families through the Family Rehousing Initiative. The Family Rehousing Initiative will re-work FFH's Family Promise-Interfaith Hospitality Network (IHN) shelter program to create a "static" shelter/transitional housing option (in addition to and as back-up for IHN which uses different borrowed congregational facilities each week) with case-managed services and housing-related financial assistance aimed at rehousing homeless families with children.

Program Clients Served

Foundation for the Homeless provides low and very low income families with opportunities to resolve their housing crisis and attain housing stability through the efficient use of faith-based and community resources. FFH's Family Rehousing Initiative (FRI) will serve the needs of homeless families with children through case-managed shelter/transitional housing and financial assistance for rehousing. Seniors and persons with disabilities within homeless families will also be served by the Family Rehousing Initiative.

Families will be considered appropriate for the Family Rapid Rehousing Initiative if they are homeless, cannot resolve their housing crisis through other assistance offered through FFH and meet the criteria for entry established for FFH's IHN program. Because the IHN program relies heavily on congregational facilities and volunteers, FFH screens prospective guests carefully for evidence of potential violence, including domestic violence from stalking, active/untreated mental health and substance abuse issues, and recent felonies involving violence, dishonesty or distribution of controlled substances. FFH also reviews prospective IHN guests for recent patterns of burglary. Other eligibility criteria are described in Section 3 below.

Compliance with HHSD Eligibility Criteria: The eligibility criteria for the program is homelessness, so the agency will insure that all client files contain a Homeless Eligibility form and are entered into HMIS. Identity, residency and income requirements, as well as annual recertification of homelessness are not required for shelter clients.

Coordinated Assessment Referrals: FFH accepts individuals that score appropriately for rapid rehousing services. FFH is also in the beginning stages of involvement with Caritas and other BSS+ agencies in a BSS+ Prevention Pilot Program. This program will use coordinated assessment to prioritize the prevention clients.

Program Services And Delivery

Homeless families with one or more children under the age of 18 or a child over age 18 who cannot live independently shall be served through case-managed shelter and transitional housing using new "static" facilities and FFH's existing Family Promise-Interfaith Hospitality Network shelter facilities (IHN), and financial assistance for rehousing. Services provided shall include, as needed: screening, intake and assessment; case management; rent, utility and other financial assistance; landlord advocacy; family shelter with meals, ADA accessible van transportation and access to a day center with business equipment, hygiene, laundry and rest areas; job readiness, search, training and retention resources; parenting and other life skills training; financial literacy training and budget counseling; and linkages to community agencies that will provide services sufficient to enable the family to obtain and maintain safe, stable housing (transitional or permanent).

Shelter/Transitional Housing Development Process: FFH has entered into leasing arrangements for use as shelter/transitional housing. FFH will offer both short and longer-term shelter/transitional housing through these facilities while continuing one or both networks of their "mobile" IHN shelter model. The shorter-term units will be used principally as back-up and alternative shelter space for IHN. Families served through these units will generally have lower barriers. The longer-term shelter/transitional housing units will be used for families with higher barriers who are likely to need shelter for 120 days or longer while they increase income, reduce debt and address other barriers that contributed to their homelessness. Homeless families with work schedules or mobility impairments that render IHN impracticable for them may qualify for either.

FFH has entered into a 40-month lease and moved into a six bedroom house off of North Lamar in the area of the Restore Rundberg Initiative. This property will be used to regularly house one to three families at time. The house will be used to shelter families that qualify for IHN. It may be used as back-up shelter for IHN when congregational facilities are not available.

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Program Work Statement

Contract Start Date

9/1/2015

Contract End Date

9/30/2018

and/or for families with work schedules, mobility impairments or other special circumstances that render the congregational shelter setting impracticable for them.

Prior to leasing (and again during make-ready), FFH will inspect each unit to ensure compliance with minimum safety, sanitation, privacy and other habitability standards. Contracting with a property owner, FFH would guarantee rent, utilities, make-ready, cover liability and incidental damages, and provide shelter oversight, on-call response, and case management coverage for their clients using the property.

Service Delivery Process: FFH conducts telephone screenings and intake interviews of potential clients for the purpose of triaging the best fit for services and financial assistance. For potential clients with incomes of at least 100% FPL, FFH will aim to provide "shelter diversion" assistance to help families retain current housing and avoid homelessness through BSS+ and other sources when feasible.

When the family income is too low and/or shelter diversion is not possible, FFH will assess suitability for shelter, case management services and financial assistance to help the family regain housing, stability and increase self-sufficiency. When assessing shelter program suitability, the program team considers both assets and needs in the following areas: employment and other income, mental health and substance use; history of harm to self or others; criminal history, especially felonies involving violence; transportation; physical health; pregnancy; relationship with housing authorities; past debts, child protective services involvement; domestic violence; history of social services interactions; eligibility for housing assistance and program capacity. Because the shelter program will continue to rely in part on congregational facilities and volunteers for overnight accommodations, we will screen carefully for evidence of potential violence, including domestic violence from stalking, active/untreated mental health and substance abuse issues and recent felonies involving violence, dishonesty or distribution of controlled substances. We also review for patterns of burglary.

The case managers and program managers meet together as a team at least weekly to review potential clients for admission, manage wait lists for shelter and/or direct client assistance and share ideas for helping clients address issues.

When an opening is available in shelter, program staff contacts families on the wait or call-back list to see if shelter is still needed. Currently this is done on a first come, first served basis. With the development of static shelter/ transitional housing, however, we can begin to assign weight to vulnerability, giving priority for longer-term shelter openings to clients with higher barriers.

An orientation session is arranged to review policies, procedures, expectations and questions related to shelter and case management and meet shelter personnel. At this meeting, the family receives shelter and transportation schedules, and guidelines including disciplinary and grievance procedures.

Parents entering shelter meet with FFH's Passages case manager to develop a service plan. The parents meet with the case manager at least once weekly while in shelter/transitional housing and at least monthly following shelter exit for 6 to 18 months while in Passages sponsored housing. The shelter program (FRI/IHN) additionally has 30-day milestone meetings that include the parents, case manager, and program manager. In these meetings client progress to goals, obstacles, etc., are reviewed. As long as the family is making good faith efforts on their service plan and following shelter guidelines, they will be allowed to remain in shelter until they can exit into safe, stable housing.

System for Collecting and Reporting Program Data

FFH collects and tracks client data internally using Excel and Access. FFH also uses the Homeless Management Information System (HMIS) through Service Point for IHN/Passages, Best Single Source Plus and will use this for the Family rehousing Initiative. FFH uses Service Point to collect client data for our shelter and case management programs.

Performance Evaluation

•Performance evaluation:

FFH tracks the number of individuals, adults and children by age, race, ethnicity, and gender participating in FRI/IHN and Passages, percentage of shelter clients receiving case management, beds per night, volunteer hours at each IHN host congregation, the number of meals served for IHN.

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Program Work Statement

*Contract Start Date***9/1/2015***Contract End Date***9/30/2018**

Families are provided with policies including disciplinary and grievance procedures. They can also discuss their concerns at weekly and 30 day milestone meetings. Adult family members are asked to complete surveys regarding the quality of services at their 60 day review and at shelter exit. The Shelter Manager administers and compiles results of client and volunteer surveys in order to improve services.

The FFH Board of Directors receives program performance information at least quarterly and receives a year -end report on program, administrative and fundraising activities. We recently began using a dashboard to report program performance to the board monthly.

Quality Improvement

Foundation for the Homeless completed an organizational diagnostic through Greenlights that reviewed five core functional areas: 1. Organizational Purpose & Identity; 2. Organizational Leadership: How the board and management team lead and direct; 3. Program Strategies: What the organization does; 4. Operations & Support: How the organization does its work; and 5. Resource Development: How the organization attracts, manages, and sustains financial resources. The diagnostic incorporated online surveys, one-on-one interviews, and a comprehensive document review to develop a complete picture of where FFH is high performing, where it can use attention, and what to prioritize as the organization moves forward.

FFH proactively communicates to prevent, identify and address problems with shelter and case management service delivery including: 1. The Community Engagement Coordinator communicates weekly with IHN host congregations to provide them with a census of the families in each network, and advise them about special work schedules, food restrictions, allergies, illnesses, weekend passes, and needs, etc.; 2. Shelter and case management staff (s) make regular evening visits to the congregations that host IHN. This gives them an opportunity to meet with clients in a different environment and to visit with volunteers. We expect to implement similar practices for the static shelter site(s); 3. The Shelter Manager is responsible for addressing issues arising out of shelter operations and resolving conflicts between clients, or between clients and staff or volunteers by holding group meetings with adult clients or visiting shelter sites when necessary. Written reports serve as documentation of problems that occur and disciplinary action may follow depending on the results of investigation and fact-finding. FFH utilizes a progressive discipline process to help improve compliance; 4. Shelter families are provided with policies and procedures which include disciplinary and grievance procedures. They can file complaints if they believe they have not been treated fairly by FFH employees, volunteers or other guest families; 5. The Community Engagement Coordinator and/or Shelter Manager hold quarterly meetings with the IHN Primary Coordinators (lead volunteers) of host congregations to discuss shelter operation issues and share success stories; 6. Shelter staff attend the National Family Promise Conference to learn about what works well (or not) in other Family Promise-Interfaith Hospitality Network shelters. Family Promise provides webinars on topics related to shelter, transitional and affordable housing, case management, recruiting and managing volunteers, etc. There are also regional communications.

Service Coordination with Other Agencies

FFH has relationships with 12 nonprofits through the BSS+ Collaboration including AIDS Services of Austin, Any Baby Can, The Arc of the Capital Area, Caritas of Austin, Catholic Charities of Central Texas, Family Eldercare, Front Steps, Goodwill Industries of Central Texas, Meals on Wheels and More, Safeplace, The Salvation Army, and The Wright House Wellness Center. FFH is a partner in the Passages collaboration with The Salvation Army, Caritas of Austin (fiscal agent only) and Safeplace. A volunteer network of 70 congregations and community groups help us run. Having these partnerships allow for streamlined flow and referral of services to families based on their individual needs in order to maximize service delivery to families at risk or experiencing homelessness. FFH's shelter program(s) are not part of the first wave of centralized intake/coordinated assessment.

Service Collaboration with Other Agencies

This grant program is not part of a formal collaboration with other agencies.

Community Planning Activities

FFH's program employees participate in local planning bodies such as the Ending Community Homelessness Coalition (ECHO), and the Texas Homeless Network. FFH is involved with 3-5 different subcommittees of ECHO, including the

*Created 8/13/2015 4:50:00 PM**Last Modified, If Applicable 8/19/2015 3:41:00 PM*

Program Work Statement

Contract Start Date 9/1/2015 *Contract End Date* 9/30/2018

Housing Work Group, the Continuum of Care, Membership Council, HMIS, and the Point-in-Time count. The Executive Director also participates in One Voice Central Texas and has served on their Executive Committee for five years.

Program Performance Measures

	<i>Period</i>			<i>Contract Term</i>
	<i>1</i>	<i>2</i>	<i>3</i>	
	<i>Start Date</i>	<i>End Date</i>	<i>Start Date</i>	
	10/1/2015	10/1/2016	10/1/2017	9/1/2015
	9/30/2016	9/30/2017	9/30/2018	9/30/2018

<i>Outputs</i>		<i>Period</i>			<i>Contract Term **</i>
		<i>1</i>	<i>2*</i>	<i>3*</i>	
<i>ID</i>	<i>Output Measure Description</i>				
1	Total Number of Unduplicated Clients Served	64	64	64	132

Outcomes		Period			Contract Term **
ID	Outcome Measure Description	1	2*	3*	
1B	Number of case-managed households that transition from homelessness into housing	29	29	29	87
	Number of households that exit the program	38	38	38	114
	Percent of case-managed households that transition from homelessness into housing	76.32	76.32	76.32	76.32
	Number of Homeless Households residing in Shelter programs receiving HHSD-funding who receive case management services	38	38	38	114
	Number of Homeless households residing in shelter programs receiving HHSD-funding	38	38	38	114
	Percentage of Homeless Households residing in Shelter programs receiving HHSD-funding who receive case management services	100	100	100	100

* Goal Served May Include Carry-Over From Previous Period

** Goal Served Spans Contract Term / May Not Include Carry-Over / Clients Served Must Be < or = Sum of Periods)

Created: 8/13/2015 3:59:00 PM Last Modified, If Applicable: 8/19/2015 3:53:00 PM

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

UNLESS OTHERWISE STATED IN THE CONTRACT WORK STATEMENT, THESE REQUIREMENTS APPLY TO ALL CLIENTS SERVED WITH CITY SOCIAL SERVICES FUNDING.

GENERAL

- Eligibility requirements for clients served under grant contracts will be determined by the grantor.
- Agency must maintain a record of client eligibility (e.g. client file or electronic record) that includes documentation of:
 - Annual certification of client eligibility
 - Services provided to client
- Agency must recertify client when notified of a change in family circumstances (e.g. family income, residence, and/or family composition)
- Unless specified by Grant/Funding Source, re-certification of clients is required not less than once every 12 months (unless required earlier by a change in family circumstances)
- Homeless clients:
 - If the program eligibility requires homeless status, the residency requirements and income requirements do not apply
 - Homeless status must be documented by a signed (1) Homeless Eligibility Form or Homeless Self-Declaration Form and (2) entry into Homeless Management Information System (HMIS) database. These forms must be developed by the agency and be approved by the City contract manager.
- Other Client populations:
 - Clients in programs serving victims of violence are not subject to residency or income requirements
 - Eligibility exceptions for any other type of clients and/or documentation situations must be described in Contract Work Statement
- Date of receipt by agency must be indicated on all documentation in client file

IDENTITY

- Client must provide proof of identity in order to receive City-funded services, documented by:
 - A government –issued identification; or
 - A signed Self-Declaration of Identity supported by client residency documentation

RESIDENCY

- City-funded clients must be a resident of the City of Austin (Full Purpose Jurisdiction) and/or Travis County
 - Residence must be documented by proof of address that includes client name (e.g. City utility bill, lease, letter from landlord, etc.)
 - Residency eligibility must be verified by one or more of the following sources:
 - Austin GIS Jurisdictions Web Map (<http://www.austintexas.gov/gis/JurisdictionsWebMap/>)
 - Travis County Appraisal District website (<http://www.traviscad.org>)

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- U.S. Postal Service website (verification of County only) (www.usps.com)

INCOME

- Client intake form must reflect wages/income of all family members 18 years old or older living in the household
- Determination of Family Size:
 - For the purposes of determining eligibility for City-funded services, a family unit consists of:
 - A person living alone:
 - An adult living alone
 - A minor child living alone or with others who are not responsible for the child's support
 - Two or more persons living together who are wholly or partially responsible for the support of the other person/people:
 - Two persons in a domestic partnership, or legal or common-law marriage
 - One or both legal parents and minor children
 - One or both adult caretakers of minors and the caretaker(s)'s minor children. Note: a caretaker is one or both adults(s) who performs parental functions (provision of food, clothing, shelter, and supervision) for a minor.
- Family income must be 200% or less of current Federal Poverty Income Guidelines (FPIG) to be eligible for City-funded services; agency must update its FPIG categories when Federal figures change. Income inclusions and exclusions are based on Texas Administrative Code §5.19 and are as follows:

(1) Included Income:

- (A) Temporary Assistance for Needy Families (TANF);
- (B) Money, wages and salaries before any deductions;
- (C) Net receipts from non-farm or farm self-employment (receipts from a person's own business or from an owned or rented farm after deductions for business or farm expenses);
- (D) Regular payments from social security, including Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI);
- (E) Railroad retirement;
- (F) Unemployment compensation;
- (G) Strike benefits from union funds;
- (H) Worker's compensation;
- (I) Training stipends;
- (J) Alimony;
- (K) Military family allotments;
- (L) Private pensions;
- (M) Government employee pensions (including military retirement pay);
- (N) Regular insurance or annuity payments; and
- (O) Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts; and net gambling or lottery winnings.

(2) Excluded Income:

- (A) Capital gains; any assets drawn down as withdrawals from a bank;
- (B) The sale of property, a house, or a car;
- (C) One-time payments from a welfare agency to a family or person who is in temporary financial difficulty;

City of Austin Health and Human Services

Social Service Contracts

Client Eligibility Requirements

- (D) Tax refunds, gifts, loans, and lump-sum inheritances;
- (E) One-time insurance payments or compensation for injury;
- (F) Non-cash benefits, such as the employer-paid or union-paid portion of health insurance or other employee fringe benefits;
- (G) Food or housing received in lieu of wages;
- (H) The value of food and fuel produced and consumed on farms;
- (I) The imputed value of rent from owner-occupied non-farm or farm housing;
- (J) Federal non-cash benefit programs as Medicare, Medicaid, Food Stamps, and school lunches;
- (K) Housing assistance and combat zone pay to the military;
- (L) Veterans (VA) Disability Payments;
- (M) College scholarships, Pell and other grant sources, assistantships, fellowships and work study, VA Education Benefits (GI Bill); and
- (N) Child support payments.

- Client income amounts must reflect *Gross Income*, before any deductions
- If any adult family member has no income, a Self-Declaration of No Income form is required for that individual
- Income documentation requirement:
 - ❖ Programs providing financial assistance to or on behalf of clients (including but not limited to rent, utilities, arrears, child care, tuition, occupational training): the client file must include primary eligibility sources; declaration of eligibility for another program (e.g., TANF, Free/Reduced/School Lunch Program) is not adequate documentation of eligibility
 - ❖ Programs which do not provide financial assistance to or on behalf of clients: the client file must include primary eligibility sources or a self-declaration of income form

Any question about eligibility criteria not addressed here or for which the contractor needs clarification must be referred to the contractor's City contract manager. The City has final authority to declare an individual eligible or not eligible for City-funded services based on the criteria in this document.

Program Budget and Narrative

	<i>1</i>	<i>Period 2</i>	<i>3</i>	<i>Contract Start Contract End</i>	<i>9/1/2015 9/30/2018</i>
<i>Period Start Date</i>	9/1/2015	10/1/2016	10/1/2017		
<i>Period End Date</i>	9/30/2016	9/30/2017	9/30/2018		Total
<i>Salary plus Benefits</i>	\$112,441.00	\$112,441.00	\$112,441.00		\$337,323.00
<i>General Operations Expenses</i>	\$72,000.00	\$72,000.00	\$72,000.00		\$216,000.00
<i>Program Subcontractors</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Staff Travel</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Conferences</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Operations SubTotal</i>	\$72,000.00	\$72,000.00	\$72,000.00		\$216,000.00
<i>Food and Beverages for Clients</i>	\$7,000.00	\$7,000.00	\$7,000.00		\$21,000.00
<i>Financial Direct Assistance to Clients</i>	\$40,545.00	\$40,545.00	\$40,545.00		\$121,635.00
<i>Other Assistance Amount</i>	\$0.00	\$0.00	\$0.00		\$0.00
<i>Direct Assistance SubTotal</i>	\$47,545.00	\$47,545.00	\$47,545.00		\$142,635.00
<i>Capital Outlay Amount</i>	\$6,000.00	\$6,000.00	\$6,000.00		\$18,000.00
<i>Total</i>	\$237,986.00	\$237,986.00	\$237,986.00		\$713,958.00
<i>Total Period Percentage</i>	33.33	33.33	33.33		

Detailed Budget Narrative

<i>Salaries plus Benefits</i>	.25 Program Director; .75 Case Manager; .70 Shelter Manager; .50 Intake Specialist/Shelter Coordinator(s); .10 Business Manager/Director; .20 Community Engagement Manager, including fringe rate of 13%
<i>General Op Expenses</i>	Rent or mortgage and utilities for facilities used as shelter/transitional housing, equipment, cleaning supplies, repair and maintenance, lawn maintenance, toiletries, diapers, food, etc.
<i>Program Subcontractors</i>	
<i>Staff Travel</i>	
<i>Conferences</i>	
<i>Food and Beverage</i>	Food and beverage for clients while in shelter or transitional housing.
<i>Financial Assistance</i>	Financial assistance for clients: rent, mortgage and utilities assistance (past due and current); deposits; application fees; work-related child care expenses; basic household necessities; food; furniture; identification documents; transportation; small home repairs; moving costs; debt reduction and other types of financial assistance as needed. Assistance may be one-time only or continuing up to 12 months subject to any applicable recertification requirements.
<i>Other Assistance</i>	
<i>Capital Outlay</i>	For potential capital expenses related to shelter/transitional housing program such as facilities structural changes, installation of electricity within an on-site accessory structure, installation of interior or exterior handrails and portable or fixed wheelchair ramps, and installation of security systems subject to prior approval by the City's contract administrator(s). FFH must receive approval from COA Contract Manager prior to purchasing any capital item.

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:
Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for

addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 27th day of August, 2015

CONTRACTOR
Authorized
Signature

Title

Foundation for the
Homeless Inc.
Sharon Y. Law
Executive Director

HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REPORTING REQUIREMENTS

Organizations receiving funding from the City of Austin for homelessness prevention and homeless intervention services are required to utilize the local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. A high level of data quality is required. The Ending Community Homelessness Coalition (ECHO) currently serves as the local HMIS administrator.

Requirements Include:

- All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination
- HMIS user licenses must be purchased for staff entering data into City-funded programs (may use City funds for licenses)
- Organizations must have an ECHO HMIS Memorandum of Understanding
- Data quality report(s) submitted monthly with a rating of "Excellent" or "Acceptable"
- Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting
- Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and CTK ODM System

Periodic reporting to the City will include levels of compliance with all requirements listed above as well as any feedback regarding the HMIS system.

If data quality reports fall below minimum standards, payments may be withheld until reports improve to "Excellent" or "Acceptable" ratings.

These requirements also pertain to all Subcontractors serving people who are homeless under this agreement.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. EXPLANATIONS OR CLARIFICATIONS: (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to CityHSRFA2014@austintexas.gov by 4 PM on April 11th, 2014. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: <http://austintexas.gov/article/social-services-solicitation>

2. INSURANCE: Insurance is required for this solicitation.

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.
- E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements

The following requirements (II.A - II.G, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$500,000* combined single limit per occurrence for coverage A and B.
 - *Supplemental Insurance Requirement
 - If eldercare, childcare, or housing for clients is provided, the required limits shall be:
 - \$1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.
 - The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

C. Business Automobile Liability Insurance

1. Minimum limits:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

\$500,000 combined single limit per occurrence

- a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CA 0444)
 - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
 - c. City of Austin named as additional insured (Form CA 2048)

D. Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. Blanket Crime Policy Insurance

A Blanket Crime Policy **providing coverage for employee dishonesty** shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by the HHSD Director.

F. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

G. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

- H. Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

- III. Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. The Contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.

5. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

7. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

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- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables. The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

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1. INTRODUCTION

The overall objective for this competitive solicitation is to establish contracts with community-based organizations for services that promote self-sufficiency across the Life Continuum in an amount approximately \$13,815,227 per 12-month period. The contracted services shall target people who are residents of Austin and/or Travis County with gross income at or below 200% of federal poverty guidelines, with exceptions to this eligibility requirement for services designed specifically for homeless individuals and families and services designed specifically for victims of sexual and domestic violence.

To that end, the City of Austin (City) seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated experience in providing social services to children, youth, adults and families, and/or seniors and persons with disabilities with diverse needs along a self-sufficiency continuum. The City requests applications that address social services' self-sufficiency goals across the Life Continuum.

1.1 Self-sufficiency Goals:

- a. Safety Net/Infrastructure Services: Ensure that no person is without such basic necessities as food, clothing, health, shelter, and behavioral health care, or constitutionally-guaranteed legal rights
- b. Transition Out of Poverty: Ensure developmental, educational, employment and other special opportunities for disadvantaged persons to further self-reliance
- c. Problem Prevention: Deter the growth of problem conditions at the individual and community level through education, preventive physical and behavioral health programs, crime prevention and other preventive programs
- d. Universal Support Services: Provide family and societal support services in response to long-term issues such as poverty and new problems created by urbanization and technological advances. These include education, child care, counseling and assistance for the aging, youth, homeless, and unemployed, rehabilitation services and other support rehabilitation services
- e. Enrichment: Encourage personal development and community enrichment through cultural and educational programs

1.2 Life Continuum Categories:

- a. Early Childhood: Represents the critical developmental period from birth through 5 years old. It provides the continuum of care (prevention, intervention, and treatment) that nurtures children to their optimal development in all domains: physical, social, emotional, language, and intellectual. Early childhood services support the evidence that children's development is intertwined with their environments and relationships at home, at school, and in the community, and with the adults in those environments including parents/families, caregivers, teachers, and service providers.
- b. Youth: Focuses on the lives and needs of youth and adolescents, defined as individuals ages 6-21, by addressing areas of opportunity, out of school time, youth enrichment, and healthy development. Through the participation of these programs, youth are given the

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tools to successfully transition through the educational continuum to employment; experience physical and emotional well-being; understand learning and training opportunities; and experience positive growth for themselves and their community.

- c. **Adults and Families:** Focuses on assisting adults and families with meeting their essential needs and improving or maintaining their quality of life by providing basic needs, housing and homeless services, behavioral health, workforce development and other social services.
- d. **Seniors & Persons with Disabilities:** With a rapidly growing number of seniors, defined as individuals of 55 years of age or older, and a significant population of people with disabilities, including both physical and mental disabilities, services to these individuals are intended to help them maintain dignity, independent living, housing stability, and to assist with basic needs.

Contracts entered into under this RFA are anticipated to be for an initial three-year period, beginning October 1, 2015, with three one-year renewal options for a total contract period not to exceed six (6) years. All contracts awarded through this solicitation will require authorization of the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the Imagine Austin Comprehensive Plan and other community plans outlined in this solicitation.

2. BACKGROUND

A Focus on Self-Sufficiency Across the Life Continuum

In preparation for this RFA, the City engaged a broad range of stakeholders in community conversations and consulted various local, state, and federal action plans and reports. These efforts highlighted issue areas that promote self-sufficiency across the Life Continuum such as: 1) Basic Needs, 2) Behavioral Health, 3) Child and Youth Services, 4) Homeless Services, and 5) Workforce Development.

The following plans and reports identify significant needs in our community, gaps in services, and/or best practices for strategies that foster and support self-sufficiency for individuals and families. This is a partial list of the documents used and does not include all applicable plans and reports.

- a. *School Readiness Action Plan* (May 2012), UnitedWay
- b. *Priority Outcomes for Child and Youth Well-being*, (2012) Ready by 21 Coalition of Central Texas
- c. *Travis County Community Impact Report* (2012), Travis County HHS & VS
- d. *Hunger and Homelessness Survey* (Dec 2012), The U.S. Conference of Mayors
- e. *CAN Community Dashboard* (2012, 2013), Community Advancement Network
- f. *Permanent Supportive Housing Strategy* (September 2010), City of Austin & CSH
- g. *Home Health Quality Initiative* (April 2013), Centers for Medicare & Medicaid Services
- h. *10 Year Plan to End Homelessness* (2010), Ending Community Homelessness Coalition

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- i. *American Community Survey* (2012), U.S. Census Bureau – and the *Travis County Snapshot from the 2012 American Community Survey*, Travis County HHS & VS
- j. *SAMHSA's National Registry of Evidence-based Programs and Practices* (2013), The Substance Abuse and Mental Health Services Administration
- k. *Austin/Travis County Community Health Assessment* (2012), A/TCHHSD, Travis County HHS & VS, Central Health, St. David's Foundation, Seton Healthcare Family, UTHSC
- l. *Mayor's Mental Health Task Force Final Report* (2005), Austin/Travis County Behavioral Health Planning Partnership
- m. *Embracing an Age Diverse Austin: Mayor's Task Force on Aging Report and Recommendations* (2013), Mayor's Task Force on Aging
- n. *Imagine Austin* (2012), City of Austin

As the community's social and economic environment continues to change, the City will invest in social services that focus on promoting and sustaining self-sufficiency for targeted individuals and families across the Life Continuum.

3. PRINCIPAL OBJECTIVE & GOALS

This RFA establishes an open and competitive process which encourages applications that are client-centered and employ evidence-based, research-based or promising practices that promote self-sufficiency across the Life Continuum. This RFA requires the service strategy/strategies proposed be consistent with one or more of the goals outlined below:

- a. Early Childhood:
 - 1. **READY FAMILIES GOALS:** Parents have a secure attachment to their infants and young children. Parents respond appropriately to their children's cues. Families provide stimulating learning experiences for their children prior to school entry. Families are financially stable.
 - 2. **READY SERVICES: EARLY CHILDHOOD EDUCATION GOALS:** Affordable, accessible early education services are available for all families. Available early education services are culturally relevant, healthful, engaging, rigorous, and are of sufficient quality to measurably impact school readiness outcomes.
 - 3. **READY SERVICES: PREVENTATIVE PRIMARY CARE & MENTAL HEALTH GOALS:** Children and family members are linked to preventative physical and mental health services and treatment as needed. Children with developmental delays are referred to appropriate services.
 - 4. **READY CHILDREN GOALS:** Low-income Travis County children ages 0–5 are happy, healthy and prepared for school success.
(School Readiness Action Plan)
- b. Youth:
 - 1. Children, youth and young adults:

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- i. Are physically healthy
 - ii. Are physically safe
 - iii. Respect diversity and demonstrate empathy and pro-social behaviors
 - iv. Engage in community, school and/or extracurricular activities
 - v. Are aware of, appreciate and demonstrate behaviors of personal and social responsibility
 - vi. Have good mental health and are emotionally resilient
 - vii. Avoid risky behaviors
 - viii. Are academically successful
 - ix. Have awareness and positive attitudes about adult careers
 - x. Graduate from high school college- and/or career-ready and prepared for a Life of learning
 - xi. Successfully complete post-secondary education or training
 - xii. Are productive and equipped to reach financial self-sufficiency
- (Ready by 21)**

c. Adults and Families:

1. Basic Needs: Individuals and families have resources for the most fundamental aspects of daily living such as food, housing, utilities, safety and personal care. Basic needs services are often emergency or short-term services provided during/after a crisis or following a prolonged period of extremely limited resources. Typically these needs must be met before an individual or family has the capacity to transition out of poverty and into self-sufficiency.
2. Homeless & Housing Services: People at risk of becoming homeless, the situational homeless and the chronic homeless will be identified early and receive the assistance they need to maintain and receive appropriate housing (***Ending Community Homeless Coalition - ECHO***). People experiencing homelessness have access to a safe and secure environment where they are offered a variety of services, including case management, safe sleep, mental/physical supports, and resource information to address a variety of needs. Individuals and families who have experienced violence or abuse have access to trauma-informed emergency shelter, transitional and/or other housing and support services to stabilize, heal, and build self-sufficiency.
3. Behavioral Health: Austin/Travis County will be a community that promotes the mental and physical health of its residents and all persons of all cultures and all special populations will have access to prevention, intervention, treatment, and recovery support services of substance use disorders and mental illness (***Behavioral Health Planning Partnership***).
4. Workforce Development: Individuals are connected to jobs with good wages, benefits and career path opportunities to transition out of poverty and promote self-sufficiency. In many cases, for individuals to successfully transition into sustained employment, basic adult education and language acquisition services are required in addition to certifications and skills based instruction. Improve access to high quality adult education, including English as a Second Language, General Education Development, Adult Basic Education, computer literacy, financial literacy and health

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literacy to obtain literacy skills necessary for self-sufficiency (*Literacy Coalition of Central Texas*). Reduce disparities in education, employment and income (*Workforce Solutions Strategic Plan, Overarching Goals*).

d. Seniors & Persons with Disabilities:

1. Seniors:

- i. Provide a continuum of services and supports that help older adults “age in place/community” and avoid premature or unnecessary institutionalization (e.g., hospital, nursing homes, etc.)
- ii. Provide services that focus on the cognitive and mental/behavioral health of older adults such as late-life depression, anxiety, suicide prevention, substance abuse, and dementia.
- iii. Ensure access to meaningful opportunities for recreation and social engagement to avoid isolation, loneliness and depression.
- iv. Support family caregivers with services that promote their self-care, health and effectiveness (e.g., respite care, education, therapeutic counseling).
- v. Provide access to safe and affordable housing that allows older adults to age in place and have access to transportation options.

(Mayor’s Task Force on Aging 2013)

2. Persons with Disabilities:

- i. Provide a continuum of services and supports throughout the person’s Life to remain in community-based settings and avoid institutionalization (e.g., State Supported Living Center, prison, nursing homes, etc.).
- ii. Provide services and resources that support families and caregivers for the Life of the person with a disability (e.g., respite care, education, transitional services, etc.).
- iii. Provide access to affordable housing options that include accessible transportation opportunities to work, healthcare, shopping, education and play.
- iv. Provide opportunities for persons with disabilities to be employed in non-segregated, regular workplaces.
- v. Ensure access to meaningful day activities for adults with disabilities to avoid isolation, depression, and victimization

(Intellectual and Developmental Disabilities Coalition; “Community Integration for People with Disabilities: Key Principles.”)

4. CONNECTION TO IMAGINE AUSTIN

The Applicant shall indicate how the proposed strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements.

The Imagine Austin Comprehensive Plan vision statement states:

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“Austin is a beacon of sustainability, social equity, and economic opportunity; where diversity and creativity are celebrated; where community needs and values are recognized; where leadership comes from its citizens, and where the necessities of life are affordable and accessible to all.”

Imagine Austin’s core mission statements, as they relate to the City’s social service investments, are as follows:

Austin is Livable: All residents have a variety of urban, suburban, and semi-rural lifestyle choices with access to quality schools, libraries, parks and recreation, health and human services, and other outstanding public facilities and services.

- a. Austin’s diverse population is active and healthy, with access to locally-grown, nourishing foods and affordable healthcare

Austin is Educated: Austin provides everyone with an equal opportunity for the highest quality of education that allows them to fully develop their potential. Networks of community partnerships support our schools and ensure that our children receive the resources and services they need to thrive and learn.

- a. Our school campuses provide safe and stable environments enabling future success
- b. Every child in Austin has the chance to engage with other cultures, communities, and languages, providing pathways for healthy development and the critical thinking skills students need as future citizens of Austin and the world.

Austin is Prosperous: Austin’s prosperity exists because of the overall health, vitality, and sustainability of the city as a whole — including the skills, hard work, and qualities of our citizens, the stewardship of our natural resources, and developing conditions that foster both local businesses and large institutions.

- a. Equitable opportunities are accessible to all through quality education, training, and good jobs

Austin Values and Respects its People: Austin is its people. Our city is home to engaged, compassionate, creative, and independent thinking people, where diversity is a source of strength, and where we have the opportunity to fully participate and fulfill our potential. People across all parts of the city and of ages and income levels live in safe, stable neighborhoods with a variety of affordable and accessible homes with access to healthy food, economic opportunity, healthcare, education, and transportation

<http://assets.austintexas.gov/webiacpfullreduced.pdf>.

5. PROGRAM STRATEGIES & TARGET POPULATION

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The City is intentionally leaving program strategies and target population options open beyond the criteria listed in this section for the areas described above, allowing Applicants to propose solutions to maintain, improve, or promote self-sufficiency throughout the Life Continuum in an effective and successful manner for the target population identified. Applicants are encouraged to incorporate strategies that reflect evidence-based or promising practices and the proposed strategies shall be aligned with the Life Continuum goals outlined in Section 3 of this RFA.

The Applicant shall clearly identify the primary Life Continuum category addressed by their application. Any additional Life Continuum category/categories being addressed shall also be identified. Applicants may propose multiple strategies either within the same application or in separate applications as appropriate for their targeted population(s).

Applicants shall clearly identify the target population(s) they plan to serve. If applicable, Applicants shall describe how they will serve clients who have a criminal history.

The services the City will purchase will include the following characteristics:

- a. Are client-centered with a holistic approach
- b. Serves high-risk clients living at or below 200% of poverty with significant and/or multiple barriers to self-sufficiency and stability
- c. Are Integrated with the community to improve access to supportive services
- d. Links client and services to other City-funded or City-operated services

The Applicant shall also provide data to demonstrate the need for the strategy/strategies being proposed. Data should include but is not limited to:

- a. Target Population demographic/Census data
- b. Target Population unmet need(s)
- c. Applicant's trends in Target Population unmet need(s)
- d. Waiting list information (if applicable)
- e. Data from community databases, such as Homeless Management Information System, showing Target Population unmet need(s) (if applicable)

If the proposed strategies cut across the Life Continuum and or are collaborative/cooperative with other service providers, Applicants shall indicate how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations. For the purposes of this RFA, the terms "collaborative" and "cooperative" are defined below:

- Collaborative: a consortium with a lead agency/fiscal agent and subcontractors
- Cooperative: a consortium with a lead agency working in partnership with one or more other agencies

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Applicants may submit one or more applications as a primary contractor and may choose to participate as a subcontractor or partner in another application.

6. OUTCOMES & OUTPUTS

One or more of the following high-level outcomes designed to demonstrate progress in self-sufficiency through the Life Continuum is required for all applications. Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

All applications shall also include the following high-level output. Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

7. ELIGIBILITY REQUIREMENTS

The eligibility requirements for this RFA are outlined in Section 0620 – Client Eligibility Requirements. The City requires all awarded agencies to maintain a complete and current record of client eligibility throughout the entire contract period (e.g. client file or electronic record) that includes documentation of the elements listed in Section 0620.

Applicants may propose alternate eligibility criteria from the requirements in Section 0620 for the proposed target population(s). If applicable, Applicants shall clearly define the proposed alternate eligibility criteria.

Applicants shall describe how the City Client Eligibility Requirements (Section 0620) or the proposed alternate eligibility criteria will be documented for the target population(s) identified in the application.

8. FUNDING INFORMATION

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- a. \$13,815,227 is available per 12-month period for all Life Continuum categories for a total three-year amount of \$41,445,681 dependent upon Austin City Council approval.
 - 1. The following funding amounts are available for each Life Continuum category per 12-month period:
 - i. Early Childhood - \$949,416
 - ii. Youth - \$1,961,339
 - iii. Adults and Family - \$7,327,622
 - iv. Seniors and People with Disabilities - \$813,804
 - v. \$2,763,045 is available to be awarded in any Life Continuum category
- b. Applicants shall apply for at least \$50,000 per 12-month period.
- c. It is the City's intent to provide initial three-year contract with three (3) one-year renewal options, for a total contract period not to exceed six (6) years. The initial three-year contract funding period will be October 1, 2015, through September 30, 2018.
- d. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, applicant's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the contractor.

9. ELIGIBLE APPLICANTS

- a. Any nonprofit or governmental agency that can legally contract with the City (as verified by the City Purchasing Office).
 - 1. City policy does not permit entering into a contract with an entity that owes taxes to the City.
 - 2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- b. Applicants shall be able to meet the City's insurance requirements for social service contractors. See the insurance requirements in Section 0400 of the RFP.
- c. Applicant's two most recent consecutive audit years:
 - 1. Shall reflect an unqualified and/or unmodified audit opinion
 - 2. Shall not reflect a "Going Concern Uncertainty"
 - 3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.
- d. Applicant's Board of Directors shall:
 - 1. Have specific terms delineated by a beginning and ending date
 - 2. Meet in person a minimum of three times per fiscal year
 - 3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.
- e. Within the last five years, the Applicant shall have a minimum of two years successful experience working with the proposed target populations and providing the proposed services to clients.

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All Applicants must submit the following documents in a sealed envelope in the same package as their application:

- a. Completed Application Threshold Checklist (Section 0610)
- b. Current Board of Directors by-laws
- c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
 - a. reviews program performance
 - b. approves budgets
 - c. reviews financial performance
 - d. approves audit reports
- d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
- e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

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APPLICATION SUBMISSION REQUIREMENTS

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

ENVELOPE #1 – THRESHOLD REVIEW

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled: THRESHOLD REVIEW CHECKLIST
[NAME OF AGENCY]
[NAME OF PROPOSED PROGRAM]

ENVELOPE #2 – APPLICATION DOCUMENTS

This sealed envelope must contain the following:

1 original and 6 CDs or flash drives each containing all the elements below:

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled: APPLICATION DOCUMENTS
[NAME OF AGENCY]

BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER **EAD0116 CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.**

Executive Summary

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

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2. A brief description of how the application will address the primary self-sufficiency goal and Life Continuum category identified
3. A brief description of any additional self-sufficiency goals and/or Life Continuum categories addressed
4. A brief description of the need of the target population(s) for the strategy/strategies being proposed
5. A brief summary of the proposed program strategy/strategies
6. The amount of funding requested
7. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

Application Evaluation

An application must address each item in Parts I, II, & III, outlined below, in order to be considered responsive to the goals of this RFA. Part IV is optional and is not required in order for an application to be considered responsive to the goals of this RFA. A total of 100 points may be awarded to the application in Parts I, II, & III below with an additional 25 bonus points available in Part IV for a potential of 125 total evaluation points. The maximum score per section is noted at the beginning of each section. All responses will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each required response to the evaluation factors has been adequately addressed.

Application Format

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

An application cannot exceed **25 (twenty-five) pages**, excluding executive summary, table of contents, signed certifications, budget forms, MOUs, logic models, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Part IV of this RFA.

The actual application itself should be organized and labeled using the following

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informational sequence:

Part I – Program Overview and Strategy

Total points: 70

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the primary self-sufficiency goal and Life Continuum category the application addresses.

1. Provide information on how the application meets the primary self-sufficiency goal and Life Continuum category.
 - a. If additional self-sufficiency goals and Life Continuum categories are addressed, Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to identify the secondary self-sufficiency goal(s) and Life Continuum category/categories the application addresses. Applicant must also provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories in Part IV – Bonus Evaluation Points, Section A – Connection to Additional Self-Sufficiency Goal(s) and Life Continuum Category(ies).

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500 – Scope of Work: Section 1 – Introduction, 1.1 & 1.2.

B. Target Population(s) for the Goal(s)

1. Describe the target population(s) that will be served and if this population is similar to or different from your current service population.
 - a. If the target population(s) is similar to your current service population, please provide a description of your experience and success working with this population.
 - b. If the target population(s) is different from your current service population, describe the modifications and new strategies you will implement to serve the new target population(s).
2. Provide data and data source(s) to demonstrate the need of the target population(s) for the strategy/strategies being proposed. Data should include but are not limited to:
 - a. Target population demographic/Census data
 - b. Quantified target population unmet need(s)
 - c. Applicant's trends in target population unmet need(s)
 - d. Waiting list information (if applicable)
 - e. Data from community databases, such as Homeless Management Information System, showing target population unmet need(s) (if applicable)

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3. Describe the strategy/strategies that will be implemented to serve clients with a criminal history.
4. Describe how the Client Eligibility Requirements (Section 0620) will be documented for the target population(s) identified in the application.
 - a. If alternate eligibility criteria are being proposed, define the alternate eligibility criteria and provide justification about why the alternate eligibility criteria are appropriate for the proposed strategy/strategies. Also describe how the alternate eligibility criteria will be documented for the target population(s) identified in the application.
5. Describe how the agency will ensure all four of the following National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care (<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>) are in place to ensure cultural and language differences are not a barrier to services.
 - a. Educate and train governance, leadership, and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
 - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
 - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
 - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

Agencies are encouraged to implement all 15 CLAS Standards listed on the website identified above.

C. Program Strategy to Accomplish the Goals

1. Describe the program strategy/strategies.
2. Describe how the proposed strategy/strategies reflect evidence-based, research-based, or promising practices. Explain the rationale behind the program design. Include which level of evidence the program model falls in, according to the Section 0635 - Defining Evidence Guideline, and how this design meets the specific needs of the target population(s) identified in the application.
 - a. If the program falls in the category of evidence-based or research-based, provide a description of evidence used, including source(s), and method for ensuring program model fidelity. Provide a logic model for innovative approaches.
 - b. If the program falls into the category of “promising practice,” include (a) a logic model as an attachment to the application and (b) a brief plan for evaluation.
3. Describe how the program strategy/strategies align with one or more of the goals outlined in Section 0500 – Scope of Work: Section 3 – Principal Objective and Goals.

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4. Describe how the program strategy/strategies correspond to the Imagine Austin Comprehensive Plan vision statement and one or more of its core mission statements (Section 0500 – Scope of Work: Section 4 – Connection to Imagine Austin).
5. Describe any barriers and challenges the target population(s) may encounter accessing services and how these barriers and challenges will be mitigated.
6. If the proposed strategy/strategies reach individuals in multiple Life Continuum categories and/or are collaborative/cooperative with other service providers, describe how the proposed strategies will be implemented to successfully reach individuals in multiple Life Continuum categories and/or how the proposed collaborative/cooperative will successfully work together to maximize service delivery to the target populations.
7. Describe any barriers and challenges you may encounter implementing the proposed strategy/strategies and how you will overcome them.
8. Describe any subcontractor partnerships funded under this application and informal relationships with service providers not funded under this application. Describe how they are necessary and/or appropriate for the strategy/strategies proposed.
9. Describe the project activities.
10. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Applicants will be required to adhere with the City of Austin Health and Human Services Department Homeless Housing Habitability Standards. Describe how your organization will comply with the requirements outlined in Section 0625 – Homeless Housing Habitability Standards.

D. Performance Measures – Impact on the Goals

Applicants must use Section 0640 – Program Performance Measures and Goals to indicate their specific Output and Outcome Measures.

1. Describe how the Applicant will calculate the required and any other proposed outputs and outcomes.

Output Measures

All applications must include the following high-level outputs:

1. Number of unduplicated clients served per 12-month contract period
2. Number of unduplicated clients served during the initial 36-month contract period

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Additional outputs may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

Outcome Measures

All applications must include one or more of the following high-level outcomes designed to demonstrate progress toward self-sufficiency through the Life Continuum:

1. Percent of households that maintain housing or transition into housing
2. Percent of individuals who maintain or increase income
3. Percent of individuals who make progress toward treatment plan goals
4. Percent of children and youth who progress to the next developmental or academic level
5. Percent of individuals who demonstrate improved life skills and/or knowledge

Additional outcomes may also be proposed which show the connection to primary and secondary Life Continuum category/categories, if applicable.

E. Service Coordination

1. Describe how the Applicant coordinates their services with services being provided by other agencies relevant to the proposed strategy/strategies in order to minimize duplication and maximize client access to services.
2. Describe how the Applicant coordinates with other agencies (i.e. to refer and receive clients, to provide comprehensive services, etc.). If you are not currently coordinating with other agencies, what is your plan for establishing coordination?
3. If applicable, attach any program Memoranda of Understanding (MOU) and explain how this arrangement improves service delivery to clients.
4. Describe how clients will be connected to mainstream resources/public benefits (Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, Medical Assistance Program, etc.) and/or other City-funded services in order to maximize self-sufficiency.
5. Describe any additional services, not included in this application, which will be provided to the target population and how they will access those services initially and over time.
6. *For Applicants proposing homelessness prevention and/or homeless intervention services:* Describe how your organization has participated in planning for the Coordinated Assessment initiative (<http://austinecho.org/the-solution/coordinated-assessment/> and https://www.onecpd.info/resources/documents/Coordinated%20Assessment_3.20.12.pdf) and how your organization will coordinate and collaborate with this community initiative

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throughout the funding period.

F. Community Planning Activities

1. Describe Applicant's involvement in community planning activities that are specific to the services proposed in this application.
2. Describe Applicant's involvement in any other relevant community planning activities.

G. Overall Evaluation Factors Regarding Applicant

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal contracts and include the contact information of the funder for the contract(s) identified, e.g., Funder Contract Manager's name, title, and phone number.
 - a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal contracts.

2. Describe experience within the last five (5) years working with the target populations proposed in this Application.
3. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

H. Data Management and Program Evaluation

1. Describe past successes and challenges with data management and reporting, including past experience utilizing an electronic data system.
2. Describe how data are used for identifying problems in strategies, service delivery and expenditures, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.
3. If applicable, describe the process used to collect data from collaborations/cooperatives in a timely manner.
4. *For Applicants proposing homelessness prevention and/or homeless intervention services:*

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Applicant will be required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. Please explain how your organization will comply with the requirements outlined in Section 0630 – Homeless Management Information System (HMIS) Reporting Requirements.

I. Staffing Plan

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Provide justification which indicates the staffing plan is appropriate for the proposed strategy/strategies.
2. Using Section 0645 – Program Staff Positions and Time, list the project staff by title and the percentage of each position's time to be spent on the program.
3. Attach resumes or position descriptions for key staff to perform the described services and/or activities.

Part II – Cost Effectiveness

Total points: 20

Applicants are required to submit a budget of at least \$50,000 per 12-month period (a minimum of \$150,000 for the initial 36-month period) and provide the following information to describe the budget necessary to accomplish the proposed strategy/strategies.

The application will be evaluated on how well it addresses **all** of the following:

A. Budget

1. A summary description of the budget justification for the program strategy/strategies is required.
 - a. Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary.
 - b. All subcontractors in this application who will receive City funds must be included in the program budget and the Applicant shall provide separate details for each subcontractor in the Program Subcontractors form located in Section 0650 – Program Budget and Narrative, page 3.
2. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional

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Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at <http://www.irs.gov/pub/irs-pdf/f990.pdf> (and instructions <http://www.irs.gov/pub/irs-pdf/i990.pdf>) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

B. Cost per Client

1. Describe the average cost per City client served. In the description, detail the calculation used to derive the average cost.
2. If applicable, describe the average cost per client served from all funding sources. In the description, detail the calculation used to derive the average cost.
3. Describe the average cost per client achieving each of the performance measures proposed. In the description, detail the calculation used to derive the average cost.
4. Provide justification which indicates the proposed cost is appropriate for the proposed strategy/strategies.
5. Describe the return on investment/social impact the proposed strategy/strategies will make.

C. Program Funding Summary

1. Using Section 0655 – Program Funding Summary, provide an overview of all funding sources the Applicant will use for the proposed project.

Part III – Local Business Presence

Total points: 10

Local Business Presence: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the

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important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors.

1. Using Section 0605 – Local Business Presence Identification Form provide the information requested regarding the Applicant and Subcontractor(s), if applicable.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

Part IV – Bonus Evaluation Points

Total points: 25

A. Collaborations/Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies)

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who successfully propose a collaborative, as defined in this solicitation, and/or meets additional self-sufficiency goal(s) and/or Life Continuum category/categories. Applicants will be awarded up to the point values indicated below:

- **Collaboration:**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the proposed collaborative will work together to maximize service delivery to the target populations **and** successfully demonstrate how the application

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meets additional Self-Sufficiency Goal(s) **and/or** Life Continuum category/categories.

OR

- **Connection to Additional Self-Sufficiency Goal(s) & Life Continuum Category(ies):**
 - A maximum of 5 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **or**
 - A maximum of 10 points will be awarded for Applicants who successfully demonstrate how the application meets additional Self-Sufficiency Goal(s) **and** Life Continuum category/categories.

Applicants must use Section 0615 – Connection to Self-Sufficiency Goals and Life Continuum Categories to indicate the secondary self-sufficiency goal(s) and Life Continuum category/categories their application addresses.

1. If applicable, describe how the proposed collaborative will successfully work together to maximize service delivery to the target population(s).
2. If applicable, provide information on how the application meets the additional self-sufficiency goal(s) and/or Life Continuum category/categories.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section 1 – Introduction, 1.1 & 1.2.

B. Leveraging

5 points

For purposes of this solicitation, “leveraging” is specifically defined as follows.

- Leveraged funding is a situation where City funding for the proposed program is required by a third-party funder in order to retain the existing third-party program funding and/or obtain new third-party funding. Applicant must either:
 - currently receive third party funding that will no longer be received by the Applicant if it does not receive City funding for the program, or
 - Applicant has received a notice of funding award from a third-party funder that is contingent upon receiving City funding for the proposed program.In other words, leveraged funding is current and/or committed third-party funding that will be rescinded, reduced, or withdrawn if the Applicant does not receive an award for the proposed program through this City solicitation.
- Leveraged funding must be direct funding for the program proposed by the Applicant and not funding for Applicant’s other programs or solely for Applicant’s general operations.

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The following types of funding/donations ARE NOT considered “leveraging” under this solicitation and may not be included for consideration:

- Funding from non-City sources that does not specifically require City funding to be awarded to the Applicant for the proposed program.
- Funding and funding opportunities that are anticipated but for which the Applicant has not received a notice of funding/award.
- Any type of in-kind, non-cash revenue such as time, expertise, or commodities.
- Anticipated “Return on Investment” benefits for the Applicant or for the community as a whole.

For each leverage opportunity, provide the following information:

1. Identify the third party which requires that the Applicant receive City funding for the program in order to be awarded the third-party funds.
2. Provide the name of the grant, award, or program under which the third-party funds are/will be awarded to the Applicant, the term of the third-party funding, and the amount of third-party funding contingent upon receiving City funding under this solicitation.
3. Specify the date(s) during which the third party requires that the Applicant to receive City funding in order to be awarded the third-party funds.
4. Describe the quantified impact on the proposed program if the Applicant does not receive City funding under this solicitation.
5. Provide contract or other documentation that confirms the requirement of City funding in order to receive the third-party funding as an attachment to the application.

C. Healthy Service Environment

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 10/01/15 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- **Tobacco-free Campus (3 points)** - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:

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- Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, subcontractors, temporary workers and visitors.
 - **Mother-Friendly Workplace (3 points)** - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
 - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
 - the provision of accessible locations allowing privacy;
 - access nearby to a clean, safe water source and a sink for washing hands and rinsing out any needed breast-pumping equipment; and
 - access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).
 - **Employee Wellness Initiative (3 points)** - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.
 - **Violence Prevention Policy (1 point)** - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.
1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.
 2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

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Additional Information:

Proposal Acceptance Period: All applications shall be valid until award, negotiation, and execution of contracts as directed by Austin City Council.

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

Exceptions: Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

Application Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFA or any oral presentation required to supplement and/or clarify an application which may be required by the City shall be the sole responsibility of the Applicant.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Foundation For the Homeless, Inc.					
Physical Address	5202 Balcones Drive, Austin, TX 78731					
Is Firm located in the Corporate City Limits? (circle one)	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
In business at this location for past 5 yrs?	<input checked="" type="radio"/> Yes			<input type="radio"/> No		
Location Type:	Headquarters	<input checked="" type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S): N/A

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	<input type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	<input type="radio"/> Yes	<input type="radio"/> No	Branch	<input type="radio"/> Yes	<input type="radio"/> No

City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. EAD0116

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer:

Resident Bidder

- (1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

Answer:

Which State:

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer:

Bidder's Name:

Foundation for the Homeless, Inc.

Signature of Officer or
Authorized
Representative:

Sharon Y Lowe

Date:

5-14-2014

Printed Name:

SHARON Y LOWE

Title

Executive Director

Executive Summary

Foundation for the Homeless, Inc (FFH) requests funding in the amount of \$339,980 annually for the Family Re-Housing Initiative that will re-work our 21 year old Family Promise-Interfaith Hospitality Network (IHN) shelter program to create a more flexible, “static” emergency shelter option (in addition to IHN which uses different borrowed congregational facilities each week) and establish new rapid re-housing, supportive housing and self-sufficiency programs, led by a director level employee. Through this grant, FFH will increase our capacity to offer services to homeless and near homeless families while continuing our shift from “housing readiness” or “continuum of care” approaches of alleviating homelessness to “Housing First” approaches. The Director of Housing and Self-Sufficiency Programs will work with the Executive Director to: a) evaluate and redesign FFH’s shelter and basic needs programs; b) continue building collaborative and FFH-owned “Housing First” approaches to family homelessness, including, rapid re-housing financial assistance, housing stability services and supportive, affordable housing; and c) develop new supportive services aimed at increasing client self-sufficiency, especially, employment and income generation programming.

FFH’s proposal is focused primarily on the Safety Net/Infrastructure Service needs of Austin’s low income families with children and individuals experiencing or at risk for homelessness. Foundation for the Homeless provides low income families with new opportunities to resolve their housing crisis and attain housing stability through the efficient use of faith-based and community resources. Services provided shall include, as needed: case management, rent, utility and other financial assistance; landlord advocacy; family shelter with meals, ADA accessible van transportation and access to a day center with business equipment, hygiene, laundry and rest areas; job readiness, search, training and retention resources; parenting and other life skills training; budget counseling; and linkages to community agencies that will

provide services sufficient to enable the family to obtain and maintain safe, stable housing (transitional or permanent). Services will be provided in a manner that enhances the family's stability, respects the family's uniqueness, and enables the family to establish and maintain a permanent home.

The secondary goals addressed by this proposal are: 1) Problem prevention - Deter the growth of problem conditions at the individual and community level through education, preventive physical and mental health programs, crime prevention and other preventive programs. Problem prevention will be addressed by developing new life skills and job-related training, work and housing support programs aimed at increasing income and preventing homelessness. 2) Transition out of poverty - Ensure educational, employment and other special opportunities for disadvantaged persons to further self-reliance. We will address the goal of transitioning out of poverty by expanding the educational and employment opportunities available to persons in FFH shelter and case management programs.

Foundation for the Homeless is requesting funding for new shelter and rapid re-housing strategies and development of new programming to increase self-sufficiency of persons who are experiencing or at risk for homelessness. FFH's board of directors is exploring options to lease, purchase or build facilities in which to offer shelter and/or housing with on-site supportive services. With 5+ years of providing homelessness prevention, shelter diversion and rapid re-housing services, and 21 years of providing a highly effective, low-cost family shelter, FFH is well positioned to expand our work with families and children.

For Foundation for the Homeless, Inc:

Sharon Y Lowe 4-23-2014

Authorized Signature
Sharon Y. Lowe, Executive Director

Date

Part I – Program Overview and Strategy

A. Connection to the Self-Sufficiency Goals and Life Continuum Categories

Foundation for the Homeless (FFH) is a 501(c) 3 public charity that empowers adults and families in their fight against homelessness. Each year 900+ persons use FFH services to prevent, end or reduce their suffering of homelessness. FFH's mission is to mobilize faith-based and community resources to restore hope and aspiration through transformative opportunities that prevent or end homelessness and nurture a more caring, sustainable community. FFH's Family Re-Housing initiative proposal addresses as its primary goal Safety Net/Infrastructure Services. The purpose of Safety Net and Infrastructure Services is to ensure that no person is without such basic necessities as food, clothing, health, shelter, mental health care and other constitutionally-guaranteed legal rights. The purpose of the FFH Family Re-housing Initiative is to ensure that families who are experiencing or at risk for homelessness have access to short-term emergency shelter, direct financial assistance, and the case-managed social services as appropriate to regain housing stability and become self-sufficient. The primary life continuum served by the Family Re-housing Initiative is Adults and Family. We will also provide rapid re-housing and other support services to seniors and persons with disabilities as secondary goals discussed in Part IV of this proposal. The section 0615 form is found in the attachments section of this proposal.

B. Target Population(s) for Goal(s) *1) Describe Target Population:* The target population for the Family Rapid Re-housing Initiative is families living in Austin, who are experiencing a financial crisis that puts their housing at risk or has caused them to experience homelessness and are living at or below 200% of the federal poverty level as determined by the 2013/2014 Federal HHS poverty guidelines. The focus of our proposal is on the families that have used our shelter programming, all of whom are below 50% of MFI for Austin or 160% of the federal poverty level, and most are below 30% MFI or 100% of the federal poverty level. 70%-80% of the

parents using our shelter have non-violent felony records, have suffered multiple evictions or episodes of homelessness, and/or have utility and /or rental debt of \$3,000 or more. With the increasing instability of TBRA through Passages and the Housing Authority of the City of Austin (HACA), and a projected reduced cap on assistance available through the Best Single Source Plus collaboration (BSS+), new funding is essential to re-house homeless families. Though some clients will need less than 12 months of assistance, we expect that 50% or more will require partial rent assistance for up to 12 months. Only 20% of BSS+ funding has gone toward rapid re-housing, largely due to the difficulty establishing future sustainability with \$3,000 cap on assistance that applied until October 2013. We expect that up to \$8,000 per household will be needed to create a meaningful rapid re-housing program for the homeless families we serve. These families require assistance through debt reduction, rapid re-housing, housing location and additional supportive services, such as trauma-informed counseling and supportive employment and income generation strategies. **History serving target population:** FFH has for 25 years mobilized the resources of faith and community based organizations to alleviate the suffering of Austin's homeless through four core programs: 1) Family Promise – the Inter-faith Hospitality Network's Family Shelter Program; 2) a Day Resource Center; and 3) Passages- a voucher based housing, case management and self-sufficiency program available only to sheltered clients; and 4) Feed My People- a twice weekly breakfast, hygiene, and support program serving chronically homeless adults. Since 2009, FFH has been a key partner in the Rapid Re-Housing, Austin/Travis County Housing Stability and BSS+ collaborations, utilizing housing stability resources primarily to help families avoid shelter, and secondarily, to rapidly re-house both individuals and IHN shelter families within permanent housing.

2. Provide data and data source(s) to demonstrate the need of the target population.

a) Target population demographic/Census Data; B) Target population unmet need(s)- Poverty:

Citing the 2012 American Communities Survey, Travis County HHS/VS' Research and Planning Division reported in 2013 that 18% of all County residents (appx 197,657) lived in poverty and 26% of all Children (67,791) lived in poverty during 2012. A person is considered “poor” when their income falls below 100% of the federal poverty threshold, ie., \$11,945 for a single individual or \$23,283 for a family of four in 2012. More than one-third (36%) of Travis County residents, or an estimated 373,270 individuals lived at or below 200% of the poverty threshold.

Low Wages and Unemployment: According to the Center for Public Policy Priorities, a family composed of one working adult without employer-provided healthcare and two minor children needs an annual income of \$49,704 or \$24.85 an hour to make ends meet. 75% of the jobs in the Austin-Round Rock-San Marcos area do not pay this well. Four of the top five employment sectors where jobs are available: (1) Office and administration; (2) sales related; (3) food service; and (4) education/training, pay median hourly rates below \$25 per hour. The median hourly pay rate in the greater Austin area is \$17. The Capital Area Council of Governments (CAPCOG), reports that the Austin region has seen job growth but that it has primarily occurred in industries with relatively low wages. As a result, the Austin MSA ranks near the bottom of all U.S. Metro areas in average earnings and per capita income growth. On the unemployment front, Austin has a lower overall unemployment rate than most U.S. Cities. However, CAN reports in their Community Dashboard that Austin unemployment rates are higher among minority populations, and half of all unemployed African American men and nearly half of all unemployed Asian men, African American women, and Asian women have been out of work for six months or longer.

Lack of Affordable Housing: Travis County rents are skewed toward the higher end of rental values. The 2012 median contract rent in Travis County is \$839, compared to \$684 in Texas and \$746 in the U.S. Over half (60%) of Travis County's occupied rental units have rents at or above \$750. Seven percent (14,700) of occupied rental units have rents below \$500 (not including 3%

with no rent paid). In 2012, 37% or 75,763 Travis County households spent 50% or more of their total income on gross rent (excluding utilities), indicating that they were extremely cost burdened. CAPCOG more recently noted that Hispanic households represent the largest influx of new residents in the area and only 21% of these adults had college degrees, making their earning potential lower. These are the households that are one lost job, major illness, or broken relationship away from homelessness. During 2012, United Way of Greater Austin ranked the top 10 “unmet needs” based on an analysis of 2-1-1 calls as: 1. Rent Assistance; 2. Transportation; 3. Holiday Assistance; 4. Electric payments; 5. Shelter; 6. Pantries; 7. Dentistry; 8. Furniture; 9. Low-income housing; 10. Prescription expense assistance. FFH activities reach all of these needs, though rarely 7 and 10.

c)Applicant's trends in target population unmet need(s): FFH guides Austin's families home while helping them move up and out of poverty. We work with low income families and individuals every day to help them believe in their own possibilities and break through the barriers that keep them poor. FFH fosters their journey through relationships with professional staff and congregational and community volunteers. We seek to build a community that nurtures personal transformation and celebrates with low income persons as they achieve economic security for themselves and their children. Between 1993 and 2009, our work was focused on homeless families with children, using a continuum of care or “housing readiness” model that includes shelter, transitional housing and development of a plan for self-sufficiency. Since 2009, FFH has been shifting toward “Housing First” strategies that seek to keep people housed or re-house them as quickly as possible. FFH has been a key partner in several homelessness prevention and rapid re-housing collaborations offering case management, rent and utility assistance, housing location, landlord-tenant mediation, etc., to low income individuals and families. The largest of these is Best Single Source Plus (BSS+), a collaboration of 13

organizations led by Caritas. Current funding through BSS+ has proven to be very effective in serving those needing minimal to moderate interventions as described by ECHO in “Permanent Housing Pathways.” At the same time, FFH has seen an increased need for medium to high levels of intervention, including shelter, among homeless families. FFH has observed deeper poverty and fewer assets among the families using our congregationally-based Family Promise-Interfaith Hospitality Network (IHN) shelter. Almost all have incomes below 30% MFI (roughly \$23,000 for a family of 4). Most have low education levels and few job prospects. An increasing number of parents have jobs with variable work schedules that don’t mesh with IHN, and no sick leave so that caring for an ill child often causes job loss. To accommodate the needs of these families and the decreasing resources of several IHN host congregations, FFH has utilized our Day Resource Center and housing at New Hope Missionary Baptist Church to provide alternative shelter for up to eight families for 20+ weeks each year. FFH's experience has convinced us that prevention and rapid re-housing are vital tools for ending family homelessness and that more could be accomplished by creating a “drop in” emergency shelter for families that will help them maintain continuity of school, day care, and work, while facilitating faster “right-size” assistance. FFH has found that families with higher housing barriers need more flexible shelter and case management, and faster or deeper direct client assistance than available through Passages and/or BSS. FFH's Family Re-Housing Initiative proposal addresses these needs.

d)Waiting List information: FFH receives an average of 75 calls per week seeking assistance. FFH maintains call back/waiting lists for both housing stability and shelter programs. We lose contact with most before assistance becomes available due to a lack of reliable communication.

e) Data from community databases, such as HMIS showing target population unmet need(s): ECHO's Community Data Report, taken directly from HMIS, lists the following statistics for the last week in March 2014: Total number of people served this week 4,788 (Adults: 3,671 and

Children: 1,060). Of those, 1,542 were in shelter (972 men; 375 adult women; 178 children). During Q1 2014, 7,468+ people were served in shelter, housing and services programs. ECHO reports that for the 2012-2013 school year, 2017 AISD students were considered homeless. ECHO states that the need is greater than the resources available.

3)Strategies to serve individuals with criminal backgrounds: FFH serves clients with criminal histories in a number of ways. FFH performs criminal and credit history searches on clients in an effort to anticipate and address their housing barriers through case management. FFH strives to serve all clients regardless of criminal history and/or refer to agencies that can better serve that client. We screen potential IHN clients to determine if they are eligible for our volunteer-based shelter and Passages. Shelter applicants are advised that recent violent and certain drug-related criminal convictions, recent and geographically proximate domestic violence, and severe, untreated mental health and substance abuse may affect their eligibility for our volunteer-based shelter program. While criminal histories do not disqualify clients from receiving rapid re-housing assistance, landlords will refuse them Case managers try to help clients overcome barriers posed by these histories.

4)Client Eligibility Requirements: FFH will comply with all the client eligibility requirements that are found in Section 0620 of the RFP. Client eligibility parameters will be documented in FFH's policies and procedures and staff will be trained regarding compliance with these regulations. FFH will maintain a record of client eligibility within the client file and electronic record which includes the documentation of: 1) annual certification of client eligibility and 2) services provided to the client. FFH will also recertify the client as needed when notified of a change in family circumstances. Clients requiring housing stability or rapid re-housing services will be screened and assessed to ensure they meet income eligibility requirements. Beyond income eligibility clients' housing crisis will be assessed. Clients will be assessed using a tool

that identifies their homeless or housing status, housing barriers, levels of need, and priority for service. Items that are examined will include a client's income-to housing cost ratio, a clients' ability to garner the necessary income to support and stabilize in housing within a 12 month time frame, and the identification of assets and barriers as they relate to housing stability. Clients will be considered appropriate for the Family Rapid Re-Housing Initiative if they are homeless or in shelter and cannot resolve their housing crisis through other assistance offered through FFH. Although all of the individuals that are referred to our programs are in a financial and housing crisis, they still must be prioritized for services. The intention of the Family Rapid Re-housing initiative is to serve families at 50% MFI and below who would be homeless without the assistance and can regain housing stability within twelve months or less. Families that require permanent supportive housing will be referred to other local housing programs designed to meet their needs.

5) CLAS Standards: FFH is committed to delivering housing stability services to eligible clients in a manner that removes cultural language barriers. The four National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care required by this Request for Proposal are 1) to educate and train governance, leadership and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis; 2) To offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to health care and services; 3) to inform all individuals of the availability language assistance services clearly and in their preferred language, verbally and in writing; and 4) to ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided. FFH's policies and procedures will include the Four CLAS standards as appropriate, provide text in both English and Spanish, and make in-person language

assistance available to clients when needed to access services. FFH will achieve this by making best efforts to hire and train bi-lingual staff to take phone calls and provide on-going assistance to Spanish-only speakers. FFH will provide written materials for clients in Spanish and English and contract with professional language interpreters when necessary at no cost to clients. Further, FFH will attempt to fully implement all 15 CLAS standards within planning efforts and as resources become available.

C. Program Strategy to Accomplish Goals: 1. Strategy: Through this grant, FFH will increase our capacity to offer a full continuum of services to homeless or near homeless families while continuing our shift from “housing readiness” or “continuum of care” approaches of alleviating homelessness toward “Housing First” approaches. According to the United States Interagency Council on Homelessness (USICH), a Housing First approach for families consists of three components: 1) **Crisis intervention, emergency services, screening and needs assessment:** Families that have become homeless have immediate, crisis needs that must be accommodated, including the provision of emergency shelter. There should be an early screening of the challenges and resources that will affect a re-housing plan. 2) **Case management services:** The provision of case management occurs (a) to ensure families have a source of income through employment and/or public benefits, and to identify service needs before the move into permanent housing; and (b) to work with families after the move into permanent housing to help solve problems that may arise that threaten the clients' tenancy, including, difficulties sustaining housing or interacting with the landlord and to connect families with community-based services to meet long term support/service needs. 3) **Permanent housing services:** The provision of services to help families' access and sustain housing includes working with the client to identify affordable units, access housing subsidies, and negotiate leases. Clients may require assistance to overcome barriers, such as rental and utility debt, poor tenant history, credit or criminal history

and discrimination based on ethnicity, gender, sexual preference/identity, marital status, family make-up and income source. The Family Re-Housing Initiative will enhance housing-related direct client assistance and supportive services families who are homeless or near homeless. This will be achieved by providing a day resource center and emergency family shelter with variable, short-term case management and direct client assistance to allow for immediate crisis intervention while facilitating rapid re-housing of families experiencing short and longer-term homelessness. As a homeless family's most fundamental of needs—food and shelter are being addressed, FFH's case managers will assess their needs and strengths, help them create a plan for housing stability and self-sufficiency, and connect them to other safety-net services as needed, including: job supports such as child care vouchers, transportation using FFH's ADA accessible vehicles, resume preparation and job search assistance; applications for mainstream public benefits; life skills training; and health and mental health care. Some families will be able to obtain financial assistance without or with minimal case management through the Family Re-housing Initiative and exit shelter in 30 days or less. Families with higher barriers may require shelter for 90 days or more with supportive services provided through FFH's Passages case management program, led by The Salvation Army. Passages offers client-access to two transitional housing programs: (1) Tenant Based Rental Assistance (TBRA), administered by the Housing Authority of the City of Austin. TBRA is a one-time benefit that guarantees the household will pay no more than 30% of their income for housing for 12 months; and (2) Passages Rapid Re-housing, administered by The Salvation Army which provides case management and 100 % rent for up to 12 months within Foundation Communities properties. Families who have incomes below 30% MFI, a history of homelessness and one or more members with a disabling condition will be referred for permanent supportive housing and are likely to need shelter for a longer period.

2)Evidenced-based practices: The strategies proposed by FFH will include many evidence-based and promising practices and continue the 1992 Presidential Award winning Family Promise – Interfaith Hospitality Network (IHN) Shelter program that FFH has offered in Austin since 1993. FFH will provide “Right Size Assistance” to clients as described on ECHO's website and further substantiated by Ellen L. Bassuk, Katherine T. Volk and Jeffrey Olivet in their article, “A Framework for Developing Support Services for Families Experiencing Homelessness” featured in *The Open Health Services and Policy Journal for 2010, Vol. 3*. According to ECHO, clients should be assessed to determine where they fit on the “Permanent Housing Pathway” in order to provide the least intervention necessary to promote their housing stability. The three levels of intervention as indicated by ECHO are as follows: 1) **The lowest intervention** which is minimal or one-time housing assistance in which an assessment specialist may provide referrals to mainstream service providers and minimal case management. 2) **The medium intervention** is rapid re-housing, which includes between 3 to 24 months of financial assistance and supportive services. The assistance level here is based on individual client need and 3) **The most intensive intervention** is permanent supportive housing which is intended for those who are unable to remain stably housed unless they have a permanent subsidy and ongoing supportive services. FFH's strategies are based on several evidence-based practices. According to the United States Interagency Council on Homelessness the following are evidenced-based approaches: 1)**Housing First** offers permanent, affordable housing as quickly as possible for individuals and families experiencing homelessness, and then provides the supportive services and connections to the community-based supports people need to keep their housing and avoid returning to homelessness. 2)**Rental Assistance** makes rental housing more affordable to people with low incomes with the rent subsidy being the most widespread and widely researched form of rental assistance. The Promising Practices used by FFH to serve families experiencing homelessness or

near homelessness are as follows and are being advocated by ECHO. The United States Interagency Council on Homelessness indicates: 1) **Rapid Re-Housing** is the practice of focusing resources on helping families and individuals quickly move out of homelessness and into permanent housing, including housing search and landlord negotiation, short-term financial and rental assistance, and the delivery of home-based housing stabilization services, as needed. 2) **Streamlining Access to Housing** is lining up a supply of housing resources and possible financial assistance. FFH uses other proven models in working with people who are homeless. There is still need for shelter for homeless families who need direct client assistance with or without case management services. Each of the two loops or networks in FFH's IHN uses existing congregational facilities staffed by volunteers to provide overnight shelter to four families or up to 18 individuals at a time. IHN keeps each family intact while in shelter and connects them to peer families, caring faith-based volunteers, and trained social workers who help them work through their trauma, gain access to resources and build new relationships. As families exit IHN into housing, FFH continues case management for up to 18 months and links them with resources for furniture, etc. A static shelter alternative to IHN will give homeless families a greater sense of stability and lay the groundwork for FFH to "in-source" volunteers to provide group meals, health services, computer, job readiness and life skills training for adults and children, housing location and move-out help, mentoring and supportive employment, etc. This model for services will allow FFH to fully shift to the Housing First Model, using proven approaches to meet families where they are and stabilize them to prevent future homelessness. FFH has attached a Logic Model detailing how these strategies will be implemented.

3.) Program/strategy align with one or more goals outlined in Section 0500: FFH's program strategies are client-centered and employ evidenced-based, research-based, and promising practices that promote self-sufficiency across the Life Continuum. This program targets the self-

sufficiency goals under the Adults and Family Life Continuum. The proposed program/strategy and existing programs offered by FFH meet goals and objectives in the areas of 1) Basic Needs; and 2) Homeless and Housing services. FFH's core programs serve people who are experiencing or at risk for homelessness through case management, mortgage, rent, and utility assistance aimed at homeless prevention and rapid re-housing and for homeless families, shelter and work supports. FFH serves clients' basic needs of food, clothing, and shelter. FFH collaborates with other organizations providing 3) Behavioral Health; and 4) Workforce Development activities and looks forward to expanding these services offered through the Director of Housing and Self Sufficiency Programs. FFH's strategies align with those advocated by ECHO.

4.)How the program/strategies correspond to the Imagine Austin Comprehensive Plan: FFH will enhance Housing First and evidenced-based strategies while mobilizing faith-based and community resources to prevent or end homelessness which aligns with Imagine Austin's vision statement and specifically, two of its core mission statements that "Austin is livable" and "values and respects its people." FFH programs serve families and individuals in need of affordable housing, workforce and educational programs to improve income and ultimately, end homelessness. Further, FFH keeps families mobile and connected to their communities as it is the only shelter program that provides transportation so families can get to school and work.

5.)Barriers and challenges of the target population(s) accessing services and how minimized:

According to the Hunger and Homelessness Survey published by the U.S. Conference of Mayors, lack of affordable housing is the most common cause of homelessness in households with children. Many people experiencing homelessness come with a wide variety of needs and have criminal histories, rental debt, utility debt, and eviction histories in their profile making it increasingly difficult to rehouse in a market with a 98% occupancy rate. 70-80% of FFH shelter

families have one or more non-violent felonies on their record when they enter the shelter program. These families have been able to work with case managers to overcome records, show mitigating circumstances, or successfully appeal transitional housing rejections. Establishing alternative shelter and housing assistance will allow FFH to serve families and adults with deeper criminal and credit histories. Having a static shelter, along with IHN shelter will provide maximum flexibility for homeless families to have shelter while addressing the barriers, including length of time for stabilization, and assisting the family to find housing.

6)Multiple life continuum categories and cooperation with other service providers: FFH

primarily serves individuals in the Adults and Family life continuum. Secondly, FFH serves both Seniors and Persons w/disabilities. FFH will only serve adults and families in shelter, but we will be serving adults and families as well as persons with disabilities and some seniors through Rapid Re-housing. FFH is a partner in the BSS+ collaboration of 13 non-profit providers, led by Caritas. FFH has been a partner in the Passages Program led by The Salvation Army for 18 years. In addition, a network of 70 congregations and community groups help us run IHN and Feed My People. Having these partnerships allow for streamlined flow and referral of services to families based on their individual need in order to maximize service delivery to families at risk or experiencing homelessness.

7)Barriers and Challenges Organization May Face Implementing Strategies: With 25 years of experience working with families in crisis and Austin's leading social service agencies, FFH does not anticipate significant barriers we cannot overcome in implementing the Family Rapid Re-Housing Initiative. For years we have seen deeper needs among homeless families and waning governmental support for solutions other than permanent supportive housing. In 2008, FFH was invited to become a partner in the City of Austin Rapid Re-housing Demonstration Project that began in 2009 , the stimulus-funded Austin/Travis County Housing Stability

Collaboration that ran from September 2009 to September 2011, and BSS+, all led by Caritas of Austin. Through our several partnerships with Caritas and our Passages partnership with The Salvation Army, FFH has gained proficiency in maintaining common standards of practice, and timeliness in client data management and reporting within HMIS and to funders. FFH will be able to utilize a common assessment tool and accept referrals of homeless families. We will fashion policies and procedures, looking to guidelines used for Passages and BSS+.

8)Subcontractor partnerships and informal relationships with service providers: There are no subcontractor relationships being proposed under this application. FFH has relationships with a number of different social service agencies through the BSS+ Collaboration and Passages Program including AIDS Services of Austin, Any Baby Can, The Arc of the Capital Area, Caritas of Austin, Catholic Charities of Central Texas, Family Eldercare, Front Steps, Goodwill Industries of Central Texas, Meals on Wheels and More, SafePlace, The Salvation Army, and The Wright House Wellness Center. They are appropriate for the strategies proposed as they can provide valuable services to families not currently provided by FFH. These relationships allow for streamlined referral to programs to further provide supportive services to people experiencing homelessness to capture a very holistic approach to very complicated problems.

9.Project Activities: FFH proposes the following activities to be funded under this proposal: 1) Hiring of Director of Housing and Self-Sufficiency; 2)part time case management support; 3) Support for a static shelter site: a) to serve as a base of operations; b) day resource center for families, and c) emergency shelter space necessary for assessing and triaging families into appropriate services; and 4) Providing direct client assistance dollars in order to fully shift to “Housing First” approaches. The Director of Housing and Self-Sufficiency Programs will work with the Executive Director to: a) evaluate and redesign FFH’s shelter and basic needs programs; b) continue building collaborative and FFH-owned “Housing First” approaches to family

homelessness, including, rapid re-housing financial assistance, housing stability services and supportive, affordable housing; and c) develop new supportive services aimed at increasing client self-sufficiency, especially, employment and income generation programming. In short, the Director of Housing and Self-sufficiency will help FFH reinvent itself while remaining true to its mission of mobilizing faith-based and community resources to end homelessness in a spirit of compassion, hope and love. Operating a static shelter site and day center will allow for better flow of services and increased capacity to assist families who are homeless or at risk for homelessness. Having space to triage clients and help them along their individualized path to permanent housing is crucial to long term housing stability. Case managers will help families link to public benefits programs such as SSI/SSDI, TANF, SNAP, WIC and tax credits while streamlining access to housing in an attempt to house more families more quickly. This facility will also offer opportunities to expand or establish programs such as supportive employment, computer labs, professional and peer counseling, marriage and family therapy, etc. FFH's proposal for new rapid re-housing financial assistance seeks to overcome limitations of the IHN/Passages and BSS+ models.

10) COA Homeless Housing Habitability Standards: FFH will comply with all of the Homeless Housing Habitability Standards as described in Section 0625 of the RFP. FFH has organizational policies and procedures in place to ensure these standards are met. FFH ensures that a new Static Shelter site and any other facilities within FFH control will be compliant with these standards.

D. Performance Measures – Impact on the Goals: **Describe how the applicant will calculate outputs and outcomes:** Through the provision of one-time rent and utility payment, rent and utility deposits and move-in expenses, short to mid-term rent and utility subsidies, case management, housing locations services, mediation and legal services, and pointed outreach and

intake for at-risk populations, FFH will prevent homelessness for many adults and families and assist homeless households in becoming rapidly re-housed. Under each of the service categories proposed, participants will receive the amount of financial assistance they need to stabilize their housing and resolve their financial crisis and will receive case management services to build self-sufficiency skills. Individuals who have lost their housing will receive rapid re-housing services including housing location, assistance in navigating their relationship with a new landlord and basic housing counseling to help them remain stable in housing. The service provided under FFH Family Re-Housing Initiative will achieve the goals targeted under the City of Austin's Safety Net/Infrastructure service category: 1) People maintain housing through basic needs services; and 2) People transition to stable housing from homelessness. FFH believes through static shelter we can serve 25% more people than through IHN alone. With new client assistance funds of \$90,000 annually we can re-house 35% more people than we are currently serving. FFH has projected output and outcome benchmarks for the Family Rapid Re-Housing Initiative based on the historical and current utilization and success of the organization's IHN shelter, Passages housing and housing stability programs, including BSS+. The percentage of families exiting IHN into safe, stable housing over the last five years has routinely exceeded outcome expectations. Through ongoing monitoring and quarterly reporting FFH will be able to identify if the Family Rapid Re-Housing Initiative is meeting its intended benchmarks. Should challenges or problems be identified, management staff will meet to problem-solve around these issues and make program modifications as needed. The City of Austin will be kept informed of programmatic issues as they arise and will be given information on corrective actions to be taken – whether these actions include additional outreach, changes in personnel or increased program monitoring. FFH is confident that we can meet projected program outputs and outcomes, and work with the City of Austin to address any programmatic issues that may arise. All outputs and outcomes are

detailed for both Shelter and Rapid Re-housing on Form 0640.

Section 0640 – Program Performance Measures and Goals - Attached

E. Service Coordination

1)Describe how services are coordinated with services being provided by other agencies: FFH has experience coordinating services with other service providers. FFH is one of 13 partners in the BSS+ collaboration led by Caritas of Austin that began in April 2012. BSS+ provides case management, rent, mortgage, utility, and other financial assistance aimed at homelessness prevention and rapid re-housing for households at or below 200% of the poverty threshold. FFH has been a partner with Salvation Army and Safeplace in the Passages collaboration for 18 years; Foundation Communities is a newer partner. FFH has extensive collaborative experience with the three agencies likely to be the doors to coordinated assessment being promoted by ECHO to minimize duplication and maximize client access to services, specifically, Caritas, Salvation Army, and Front Steps.

2)Describe how the applicant coordinates with other agencies: FFH expects that a system for centralized intake and coordinated assessment will be in place by 2015. FFH has a long history of collaborating other social service agencies and congregations to fully serve families experiencing or at risk for homelessness. FFH is currently 1 of 3 general shelter providers serving Adults and Families in Austin (Salvation Army; Front Steps; Foundation for the Homeless) and is one of two general shelter providers serving families. FFH, Front Steps, Safeplace, and The Salvation Army are all BSS+ partners and “re-housers” along with Lifeworks for their principal populations within coordinated assessment.

3)Memorandums of Understanding (MOU)- Not Applicable

4)Describe how clients will be connected to mainstream resources/public benefits: Case managers are skilled at connecting families to assistance through FFH “owned” and collaborative

programs and mainstream resources/public benefits, such as SSI/SSDI, TANF, WIC, tax credits, etc. All callers will initially be screened for eligibility through Centralized Intake or FFH. At intake families will be provided with resource information packets, including a list of web-sites, and access to materials from the A/TC Re-entry Roundtable, Austin Tenant's Council, etc.

Clients needing more than one-time assistance will be assigned to a case manager for assessment and development of housing stability and more comprehensive plan.

5) Describe any additional services not included in this application: FFH provides additional services not covered by this program. These services include 1) Feed My People which offers twice weekly meals; 2) Rapid Rehousing funds through Passages and BSS+ along with Case management; 3) Private and restricted funds that are able to be used for non-traditional, one-time needs for clients not meeting the normal scope of our programs; 4) Food Pantry; 5) ADA Accessible Transportation Services; 6) Linkages to Moving and Grooving for Furniture and Household items; 7) Plus One utility assistance; and 8) EFSP – Emergency Food/Shelter Program – Rental Assistance. FFH attempts to holistically serve families by linking to other services as needed to get the family stable and into permanent housing.

6) Planning for the Coordinated Assessment Initiative (ECHO): The Coordinated Assessment Initiative is being promoted by ECHO to minimize duplication and maximize client access to services. Planning has been conducted through ECHO's Housing Work Group. A preliminary plan and results of the first pilot were unveiled at the ECHO annual meeting in November 2013 and a second pilot is scheduled to complete April 30, 2014 for implementation beginning July 2014. FFH's Executive Director was elected to ECHO's Membership Council for 2014 and is aware of her duty to support the initiative. We will!

F. Community Planning Activities

1) Describe Applicant's involvement in community planning activities: FFH's program

employees participate in local planning bodies such as the Ending Community Homelessness Coalition (ECHO), and the Texas Homeless Network. FFH is involved with 4-5 different subcommittees of ECHO, including Housing, the Employment and Income Task Group, the Continuum of Care, Stand Down/ Homeless Fair, HMIS, and Prevention. Staff also participates in the Austin/Travis County Re-entry Roundtable; Association of Fundraising Professionals, Greenlights and the Texas Association of Nonprofit Organizations (TANO).

2) Describe Applicants involvement in any other relevant community planning activities.

Our current Director of Programs and Operations, Trey Nichols, participates in ECHO through HMIS, the Continuum of Care, the Housing Work Group, and the Employment and Income Task Group. ECHO was also a collaborating partner in developing the Safe Sleep Shelter for Women Pilot Project. Our Executive Director, Sharon Lowe, participates in One Voice Central Texas, serving as Secretary for the last four years. Sharon serves as chair of the BSS+ partners for 2013-14. She was elected to the ECHO Membership Council for 2014 and is Vice-Chair of the board for The Seton Cove. Sharon has donated her time to ECHO, One Voice Central Texas, BSS+, and others to assist with nonprofit start-up, development of by-laws, policies and procedures, recruiting congregations and community groups, and special projects like the Safe Sleep Shelter for Women Pilot Project.

G. Overall Evaluation Factors Regarding Applicant

1) Experience within the last 5 years managing relevant local, state and or federal contracts.:

FFH had contracts with the City of Austin for IHN for more than five years previous to April 1, 2012. FFH did not file a proposal for the 2011 Self-Sufficiency RFA. FFH has had contracts with Travis County for IHN for more than five years. The last two monitoring reports are attached. Since 2010, FFH has also had contracts for projects funded by the Federal Transportation Authority through CAMPO and CapMetro serving as the administrative and fiscal agent. A copy

of the only known monitoring report dated September 2013 is attached.

2)Experience within the last 5 years working with the target populations : FFH has been working with families who are at risk or experiencing homelessness for 25 years. Since 2009, FFH has been a part of several Housing First Collaborations led by Caritas of Austin and has had an 18 year relationship serving the target population through the Passages Program. Annually FFH serves over 900 persons through all of its programs. During 2013, FFH served 524 persons in its housing programs alone. Over the last 5 years and beyond, typical demographics for IHN were: African American (40%-60%), Hispanic/Latino/a (12%-25%), Asian (5%), and White/Anglo (25%-40%) who are from single family households, two parent families, and multi-generational families. 50% of shelter population is under age 18. Since 1993, the bulk of FFH's activities have focused on the needs of low and very low income families with children who are experiencing or at risk for homelessness. In 2009, we expanded our services to include homelessness prevention and rapid re-housing for both families and single adults at 200% or less of the Poverty Threshold. The shift to Housing First in 2009 allowed us to double our annual numbers served with housing assistance.

3)Experience within the last five years providing services identical and/or similar : After more than 5 years of providing homeless prevention, shelter diversion and rapid re-housing services, and 21 years of providing a highly effective and low cost family shelter resulting in successful exits into safe stable housing at a rate of 79%-93%, FFH has developed a strong network of supportive community relationships and a roster of landlords willing to work with our clients. FFH has been a strong performer in the BSS+ Collaboration, with one of the highest client and spend ratios per case management FTE of the 13 partners. Our board of directors is currently exploring options to lease, purchase or build facilities in which to offer shelter and/or housing with on-site supportive services in the longer term, including a continued interest in serving adult

single women who are homeless through permanent-supportive housing. Accordingly, we believe FFH is well positioned to expand our rapid re-housing work and ultimately have the ability to serve Adults and Families at all three levels of intervention.

H. Data Management and Program Evaluation

Past successes and challenges with data management, reporting and electronic data system:

FFH uses the Homeless Management Information System (HMIS) through Service Point for IHN/Passages, the City of Austin Rapid Re-Housing Demonstration Project, HPRP, and BSS+. FFH is a current Travis County Contractor. FFH is familiar with and has used the City of Austin's CTK Online Data Management System for reporting purposes. FFH uses Service Point to collect client data for our shelter and case management programs. Key staff are trained and accustomed to entering information per the guidelines set forth by the City of Austin.

How data are used for identifying problems in strategies, service delivery and expenditures.

For all homeless services and rapid re-housing strategies, data entry and assessment will begin at intake. Within FFH's programs, data entry has traditionally begun when the family enters shelter or utilizes case-management and rapid re-housing. Thereafter, problems in strategies, service delivery pertaining to clients begins with a daily updated report. Using this report, client statistics are tracked in order to gather weekly, monthly, and yearly statistics, which can be measured against output goals throughout the year. The report lists each family's entrance and exit date, demographics, income sources, type of housing and when housing was obtained. Because our success depends upon the success of our clients, client progress is monitored weekly through case management meetings. Case managers review service plans with clients weekly to ensure that clients are working towards goals of self-sufficiency. The Shelter Manager evaluates this progress at 30, 60, and 90 day markers. These monthly evaluation meetings are convened with the client, case manager, and shelter director to determine the client's continued stay in

FFH's services, depending on their recorded progress.

3.)Process used to collect data from collaborations/ cooperatives – Not applicable

4.Required to use HMIS system/comply with 0630 – how will comply reporting requirements.

FFH will comply with section 0630 HMIS reporting requirements. FFH anticipates using the same data and evaluation management plan similar to the one used by Caritas of Austin's BSS+ plan. FFH has over 5 years of experience working with the HMIS system as a second tier contractor. FFH has an ECHO HMIS MOU and participates regularly in the Annual Point in Time Count, Annual Homeless Assessment Report (AHAR) and other required HUD reporting. All HMIS licenses will be purchased for staff entering data into city funded programs. The web-based Service Point data collection and management system will be used by FFH for the following purposes: 1) intake; 2) client demographics; 3) evaluation results; and 4) data reporting. Service Point Client files will be reviewed by the Director of Housing and Self-Sufficiency whenever a new client is approved for the program and/or financial assistance is being requested. These reviews identify inconsistencies in reporting or missed data, ensuring high quality of consistency in data entry and reporting. All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination. Data quality reports will be submitted monthly. FFH will ensure quality reporting by having 1) Director of Housing and Self-Sufficiency check for each outcome and output; 2) draft a report to Executive Director by the 10th; and 3)make necessary changes , finalize and submit to the City of Austin by the 15th of the month. One on one training on the use of the ServicePoint system will be provided for new case managers by the Director of Housing and Self-Sufficiency and ECHO HMIS staff. FFH will attend the required annual training for each licensed user as well as attendance at the required City-sponsored training regarding HMIS and CTK ODM Systems.

I. Staffing Plan: 1) **Describe overall staffing plan:** FFH will devote the following staff to the Family Rapid Re-housing Initiative: 1) Director of Housing and Self Sufficiency (30%); 2) Rapid Re-housing Case Manager (75%); 3) Shelter Manager (50%); 4) Executive Director (10%); 5) Business Manager (10%); Transportation Coordinator/Driver(s) (50%). When FFH acquires a stand-alone shelter and/or supportive housing facilities, we will likely hire 2-4 overnight and weekend shelter coordinators to manage building access and security. FFH will also dedicate to the program a Self-Sufficiency Programs Manager who will be responsible for assisting the Director of Housing and Self Sufficiency Programs in the development and managing of e.g. Trauma-informed care and counseling groups, education and employment and income generating services, including job development and supportive employment. This position will be funded from other sources. Executive oversight for the Family Re-housing Initiative will be provided under the direction of Sharon Lowe, Executive Director, and Trey Nichols, Director of Housing & Self Sufficiency Programs. Sharon will be responsible for high-level management of the program within FFH and externally. The Director of Housing Solutions and Self-Sufficiency Programs (Trey Nichols, LPC, CART) will share high level management for this program and will directly supervise all program managers. The Director of Housing and Self-Sufficiency will be charged with helping FFH re-invent the shelter program to re-house people more quickly while staying true to our mission of mobilizing faith and community resources to alleviate homelessness in a spirit of compassion, hope and love. He will lead a team composed of the shelter manager, program and case managers and other staff to design and develop the parameters of the new emergency shelter and rapid re-housing initiative(s). We anticipate this work will begin prior to October 1, 2015. Regarding shelter and rapid re-housing operations, the Shelter Manager will work with staff and volunteers to coordinate services for the shelter program through a network of congregations and provide front-line supervision of the transportation,

intake coordinator, and weekend and overnight coordinator functions. The Transportation & Day Center Coordinator will manage FFH-owned vehicles to provide transportation to day care, school, work, interviews, doctor's appointments and move-out help for shelter families and pick-up food from CAFB, Sam's and other donations. Our Intake Coordinator/Receptionist and Rapid Re-housing Case Manager will provide intake and case management services to families entering shelter. The Rapid Re-housing Case Manager will work with shelter clients and the program team, initiate direct client assistance requests with review and approval of the Director of Housing and Self-Sufficiency and enters data in Service Point. The Business manager will coordinate FFH's reimbursement requests to the City of Austin using CTK. 2)Section 0645-Program Staff Positions and Time- Attached.

3)Resumes/Position Descriptions- Position descriptions are attached for each of the positions.

PART II- Cost Effectiveness

A. Budget – 1)- Summary description of the budget: FFH is requesting a \$339,980 annually to provide shelter and rapid rehousing to 63 households or (250 people per year). The budget breakdown is from three areas 1)Salaries for staff to run program 2) Cost for rent/utilities for a facility for the shelter/day resource center and 3) Direct client assistance funds, FFH believes this is a reasonable and competitive amount to request and the funding will position FFH into fully shifting into a Housing First Model advocated by ECHO and HUD. This addresses the needs of homeless families in Austin in a very comprehensive way. a) Budget Forms Section 0650 – Attached b) Subcontractors -N/A

2)Fundraising and administrative percentage, from most recent 990: 23%

B. Cost Per Client- 1) Describe average cost per city client served: Average cost per client is \$1359.92 which is calculated at \$339,980 divided by 250. 2)Describe the average cost per client served from all funding sources: Average cost per client is \$1,359.92 which is calculated

at \$339,980 divided by 250. 3) Describe average cost per client achieving each of the performance measures proposed: Average cost per household that maintain housing or transition into housing is \$7726.81 which is \$339,980 divided by 44. Average cost per household maintaining or increasing income is \$7726.81 which is \$339,980 divided by 44.

4)- Provide justification- proposed cost is appropriate for the proposed strategy/strategies used.

As discussed throughout this proposal, FFH has discovered that the need to stabilize families with deeper needs requires additional support that current funding does not provide. FFH will provide emergency shelter, transitional shelter, rapid re-housing techniques as well as case management to the families accessing services under this program based on individual need. The cost is appropriate at \$1,359.92 per client and \$5396 per household especially due to the fact that there is an emergency shelter component in order to stabilize and triage clients. This is comparable to other per household services being provided by other service providers.

5- Describe the return on investment/ social impact the proposed strategy will make:

Foundation for the Homeless has a great impact in Austin/Travis County. Our community saves \$44,000 annually for each person exiting or avoiding homelessness as indicated by the Affordable Housing Campaign. By this measure, FFH returned \$17,908,000 to Austin during 2013. FFH contributes more than \$2 million in donated goods, facilities and services to the Austin community each year and more than \$200,000 in direct financial assistance to prevent or end homelessness. Through careful management of resources, FFH's staff and volunteers leverage relationships to return \$4-\$5 to the community for every dollar received by FFH. The deeper value of our work is in nurturing a more caring, sustainable community. Celebrating our 25th year, FFH guides families home in a spirit of compassion, hope and love.

C. Program Funding Summary- Section 0655 Attached

PART III – Local Business Presence:- Attached 0605 Identification Form

PART IV – Bonus Evaluation Points

A. Collaborations/ Connection to Additional Self-Sufficiency Goals

Foundation for the Homeless is not proposing any formal collaborations for this application.

Connection to Additional Self-sufficiency Goals and Life Continuum Categories:

Secondary self-sufficiency goals and life continuum categories covered by the Foundation for the Homeless Family Re-Housing Initiative are captured on the attached Section 0615. The secondary goals that the FFH proposal addresses are: 1) Transition Out of Poverty – Ensure educational, employment or other special opportunities for disadvantaged persons to further self-reliance; and 2) Problem Prevention – Deter the growth of problem conditions at the individual and community level through education, preventive physical and mental health programs, crime prevention and other preventative programs. The additional life continuum FFH will serve through this proposal is seniors and especially persons with disabilities. Many people served to have disabilities which make it difficult to find and maintain employment. It is the intention of the Family Re-housing Initiative to fully and holistically serve people at risk or experiencing homelessness by addressing all of their needs through case management and other support services. As mentioned in the proposal, FFH strives to assist more people to transition out of poverty and to prevent problems by the addition of static shelter and day resource center to eventually be able to provide needed supports such as job development and supportive employment services.

B. Leveraging

Foundation for the Homeless is not proposing any leveraged funding for this application

C. Healthy Service Environment

Foundation for the Homeless agrees to implement the following four (4) Healthy Service Environment policies. Included in the descriptions following are details regarding policies that

are implemented and those to be implemented by October 1, 2015.

- ▲ Tobacco Free Campus: FFH will establish by October 1, 2015 and enforce a tobacco free worksite policy and will develop initiatives and programming that promotes tobacco-free living.
- ▲ Mother Friendly Workplace: FFH will establish, by October 1, 2015 and actively promote and support breastfeeding by employees and maintain a written worksite lactation support policy that is regularly communicated to employees.
- ▲ Employee Wellness Initiative: FFH will establish by October 1, 2015 a comprehensive Employee wellness initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees.
- ▲ Violence Prevention Policy: FFH will establish by October 1, 2015 a comprehensive policy committed to providing a safe environment for working and conducting business.

FFH plans to implement the above policies and procedures. The Executive Director will be in charge of developing and ensuring implementation of the policies and procedures. The Executive Director will contact the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist FFH in planning and implementing the four policies and initiatives.

Section 0615 Connection to Self-Sufficiency Goals and Life Continuum Categories

Select the primary Self-Sufficiency Goal and Life Continuum Category that your Application narrative will describe. If applicable, select any secondary Self-Sufficiency Goals and Life Continuum Categories included in your Application narrative.

For a detailed description of the Self-Sufficiency Goals and Life Continuum Categories, see Section 0500: Section I – Introduction.

<p>Select only one (1) of the following as the primary Self Sufficiency Goal your Application will address:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Safety Net Infrastructure <input type="checkbox"/> Transition Out of Poverty <input type="checkbox"/> Problem Prevention <input type="checkbox"/> Universal Support Services <input type="checkbox"/> Enrichment 	<p>Select only one (1) of the following Life Continuum Categories your application will address based on the primary goal selected:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Childhood <input type="checkbox"/> Youth <input checked="" type="checkbox"/> Adults and Families <input type="checkbox"/> Seniors & Persons with Disabilities
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If additional Self-Sufficiency Goals and Life Continuum Categories are addressed by this Application, please identify each goal in the table provided below:

<p>Self-Sufficiency Goals:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Safety Net Infrastructure <input checked="" type="checkbox"/> Transition Out of Poverty <input checked="" type="checkbox"/> Problem Prevention <input type="checkbox"/> Universal Support Services <input type="checkbox"/> Enrichment 	<p>Life Continuum Categories:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Early Childhood <input type="checkbox"/> Youth <input type="checkbox"/> Adults and Families <input checked="" type="checkbox"/> Seniors & Persons with Disabilities
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Foundation For the Homeless
Family Re-Housing Initiative
EAD0116

Program Logic Model for Promising Practice: Emergency Shelter with Rapid Re-housing

Providing Safety Net Infrastructure, Problem Prevention & Transition Out of Poverty

AGENCY NAME: Foundation for the Homeless, Inc.

PROGRAM NAME: Family Re-housing Initiative

Inputs	Activities	Outputs	Desired Outcomes
<p>1. One Executive Director; One Director of Programs and Operations (Director of Housing and Self-Sufficiency); One Shelter Manager/Community Engagement Coordinator; .75 Rapid Re-housing Case Manager; One half-time Intake Coordinator/Receptionist; Two part-time overnight staff; One part-time week-end day staff; One part-time receptionist/intake coordinator. One Transportation & Day Center Coordinator.</p> <p>2. Facility on bus line: JARC/NF ADA vehicles take families to daycare, school, work, congregational IHN shelter and static shelter sites. Capital Metro passes provide transportation to school, work, home for residents. In 2014 FFH won a Toyota Tundra through the 100 Cars for Good Campaign that will be used by IHN volunteers to pull</p>	<p>1. Clients referred through Coordinated Assessment or 211 for intakes with case managers. Eligibility and placement determined by Program team consisting of Intake Coordinator, Shelter Manager and Case Managers in consultation Dir. of Housing and Self-Sufficiency who makes final decision.</p> <p>Families moved into shelter immediately upon availability.</p> <p>2. Eight to twelve families (30 to 45 people) provided with shelter each night.</p> <p>3. Family meets with Shelter Manager upon arrival to orient family to shelter, as well as review guidelines and procedures. Within 3 business days, meets with Rapid Re-housing Case Manager to begin developing housing stability and if needed, a more comprehensive service plan.</p>	<p>1a. 20 referrals for shelter are completed. 1b. 15 families participate in shelter program.</p> <p>2a. 12 eligible families moved into shelter within 30 days of referral.</p> <p>3a. 40 families served. 3b. 150 individuals served. 3c. 10,000 beds provided. 3d. 27,000 meals provided.</p> <p>3a. 40 families oriented upon arrival. 3b. 40 toiletry packages issued. 3c. 150 linen and towel sets provided.</p> <p>4a. 24 house meetings are held. 4b. 40 families participated</p> <p>5a. 400 weekly case management</p>	<p>Initial : People in crisis will have their basic emergency needs met in a timely manner and develop a plan for housing stability. (Activities and Outputs #1-7).</p> <p>Intermediate: With increased stability from having basic needs met, clients will demonstrate heightened ability to focus on becoming more self-sufficient. 70% will improve or maintain income while in shelter.</p> <p>With increased stability from having basic needs met and with one-time or case managed rapid re-housing financial assistance 60% will exit into safe, stable housing within 90 days (Activities and Outputs 8-12).</p> <p>Longer-term: Utilizing self-sufficiency skills gained in case management and life skills classes, families completing shelter program will secure transitional or permanent</p>

<p>trailers of shelter equipment and by Movin' and Groovin' to help families exiting shelter move into new homes.</p> <p>3. Four life skills instructors offer one class each per month to residents in stress management, money management, parenting skills, and nutrition. On-line classes available in computer lab for life skills, job readiness and stress reduction.</p> <p>4. Volunteers provide children's activities during life skills classes.</p> <p>5. Free use of rooms for life skills classes.</p> <p>6. Financial resources from the city and county; sewage abatement funds; church, corporation and individual contributions; fundraisers.</p> <p>7. Day Resource Center and Shelter facility. Facility offers 8+ bedrooms with bathrooms for families, large shared kitchen, living room, dining room, laundry room and fenced yard.</p> <p>8. Daily evening meals provided by volunteers and donations.</p> <p>9. Facility maintenance and shopping for food and supplies provided by volunteers.</p> <p>10. Facility maintenance contracts for yard, pest control, carpet cleaning, structural, plumbing and electrical repairs.</p>	<p>4. Bi-monthly house meetings are held with families and Shelter Manager to facilitate resource sharing, group living skills and enhance communication between staff and clients.</p> <p>5. Clients meet weekly with case manager throughout their stay to work on goals toward self-sufficiency.</p> <p>6. All adult shelter clients attend weekly life skills training classes, in person or on-line. Children's activities may be offered during this time or on weekends.</p> <p>7. With assistance from case management, clients obtain childcare.</p> <p>8. With assistance from case management or volunteer financial coaches clients develop a working budget and a savings plan.</p> <p>9. With assistance from staff, or volunteers clients obtain employment and/or improved</p>	<p>meetings are held.</p> <p>5b. 60 housing stability service plans are completed</p> <p>6a. 12 parenting classes provided</p> <p>6b. 50 adults participate in parenting classes</p> <p>6c. 12 money management classes provided</p> <p>6d. 50 adults participated</p> <p>6e. 12 nutrition & wellness classes provided</p> <p>6f. 50 adults participated.</p> <p>6g. 12 stress management & communication classes offered.</p> <p>6h. 50 adults participated</p> <p>7a. 30 families applied for Passages or CCMS (child care assistance).</p> <p>7b. 20 childcare vouchers issued for temporary childcare assistance</p> <p>7c. 12 families obtain childcare within 30 or less days or less</p> <p>8a. 30 families develop household budget in preparation for independent living.</p> <p>8b. 15 families develop a savings plan during shelter stay.</p> <p>9. 30 families obtain full-time employment and/or increase income within 60 days of shelter entry.</p> <p>10a..40-60 families obtain housing within 90 days of shelter stay (transitional or permanent).</p>	<p>housing. 70% or more will be re-housed in safe, stable housing following shelter exit.</p> <p>70% demonstrate ability to sustain housing. post shelter for 6 months or longer. (Activity and Output #13).</p>
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<p>11. Bedding, furniture, linens provided by donations.</p> <p>12. Toiletries, clothing, diapers, over-the-counter meds, and infant formula purchased through Capital Area Food Bank, Sam's, local grocers.</p> <p>13. Three to four volunteer trainings held per year.</p> <p>14. Donations of furniture, household items and other necessities for families moving into housing provided by numerous volunteers and Movin and Grovin Ministry of Covent Presbyterian Church.</p> <p>15. Referrals for shelter and/or direct client assistance come from a variety of sources: 211, friends and family, former guests, CTOSH, other service providers.</p>	<p>income through mainstream benefit applications when appropriate.</p> <p>10. With assistance from case management, clients obtain housing..</p> <p>11. Evaluations are completed at 30-60-90 days of stay to determine progress to income and housing goals and compliance with shelter guidelines of shelter stay. Problem areas are noted in a written contract with clients, and clients are given opportunity to improve. Failure to demonstrate good faith efforts to improve within probationary period can result in expulsion from shelter.</p> <p>12. Upon departure, families are given food baskets, household supplies, and a wish list for larger items is completed, distributed to congregations and volunteers, and kept on file for one month. Shelter manager connects family with Movin and Groovin to arrange for donated items to be delivered to family's home.</p>	<p>10b. 10-20 families obtain housing more than 90 days following shelter entry.</p> <p>10c. One Time Only Assistance (OTA) without case management will be available</p> <p>10d. Continuing shallow financial assistance with case management will be available for up to 12 months, capped at maximum benefit of \$8,000 per household.</p> <p>10e Case managers will use a recertification process for continuing DCA</p> <p>10f. Case managers will work with City of Austin, Austin Energy, ECHO HMIS, Caritas and The Salvation Army as needed to ensure appropriate ROIs in place and non-duplication of benefits.</p> <p>11a. 40 (30) day evaluations are completed and reviewed with families.</p> <p>11b. 20 (60) day evaluations are completed and reviewed with families.</p> <p>11c. 20 90 day evaluations are completed and reviewed with families</p> <p>12a. 50 food baskets provided.</p> <p>12b. 50 household item packages provided.</p> <p>12c. 50 families provided with furniture and other household items from their wish lists.</p>	
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Section 0640

Program Performance Measures and Goals

Foundation for the Homeless Family Re-housing Initiative

OUTPUT MEASURES

<u>OUTPUT # 1 (Required)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City. + All Other) Annual Goal
Number of unduplicated clients served per 12-month contract period	250	0	250

<u>OUTPUT # 2 (Required)</u>	<u>City of Austin</u> Goal	<u>All Other</u> <u>Funding Sources</u> Goal	<u>TOTAL</u> (City + All Other) Goal
Number of unduplicated clients served during the initial 36-month contract period	750	0	750

<u>OUTPUT # 3 (Proposed)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Number unduplicated households served per 12 month contract period	63	0	63

<u>OUTPUT # 4 (Proposed)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Number of Bed nights provided	10950	0	10950

<u>OUTPUT # 5 (Proposed)</u>	<u>City of Austin</u> Annual Goal	<u>All Other</u> <u>Funding Sources</u> Annual Goal	<u>TOTAL</u> (City + All Other) Annual Goal
Number of Meals Served	27375	0	27375

OUTCOME (RESULTS) MEASURES

Total Program Performance – OUTCOME # 1 (Required)	Total Program Annual Goal
Number of households that exited into safe and secure housing. (numerator)	44
Total number of households exited (denominator)	63
Percentage of households that maintain housing or transition into housing (outcome rate)	70%

Total Program Performance – OUTCOME # 2 (Proposed)	Total Program Annual Goal
Number of households who maintain or increase income	44
Total Number of households whom exited (denominator)	63
Percentage of households that maintain or increase income (outcome rate)	70%

Section 0645

Program Staff Positions and Time

Foundation for the Homeless – Family Re-Housing Initiative

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Staff by Title	Program Staff FTE's
Executive Director	.10 FTE
Director of Housing and Self-Sufficiency	.30 FTE
Shelter Manager	.50 FTE
Case Manager (Rapid Re-Housing)	.75 FTE
Overnight Shelter Coordinators (if static shelter established)	2 FTE
Weekend Shelter Coordinator	.60 FTE
Business Manager	.10 FTE
Transportation Coordinator/Driver	.50 FTE
Self – Sufficiency Programs Manager (not charged to budget)	1 FTE
Intake Coordinator (not charged to budget)	.50 FTE
TOTAL FTEs =	6.35

FOUNDATION FOR THE HOMELESS

Job Description

Position: Evening and Weekend Shelter/Day Resource Center Coordinator

Position Description: Manage Shelter/DRC operations on nights and weekends. Be present at the DRC 12-4pm or later if needed while families are on-site. Be a resource to client families and to volunteers who come on-site to offer life skills training, outings or other events for the families using the DRC. Print documents for families or volunteers using administrative office equipment. Supervise kitchen and television use and assist as needed. Ensure families clean-up after themselves before leaving the DRC. Work with Shelter Manager and case managers as needed to coordinate meals, work projects, and special events to ensure smooth operation.

Responsibilities:

1. **Communication:** Clear communication is essential to this position. All communication (with staff or with clients, written or verbal) should be delivered in a professional, non-judgmental manner, and client confidentiality must always be respected and maintained.

Communicating with Staff

- Communicate information about clients to other staff in a professional and respectful manner via log entries and case notes.
- Communicate client/shelter needs to Shelter Coordinator in a timely manner.
- Keep abreast of any changes in DRC guidelines, policy, etc., by checking mail (written, voice, electronic), memos and log book each shift.
- Handle any conflicts with other staff according to FFH Conflict Resolution and Grievance procedure.

Communicating with Clients

- Create a supportive environment for residents by demonstrating effective listening skills and maintaining professional boundaries.
- Establish a relationship with each client by demonstrating respect and compassion
- Diffuse conflict before it escalates by modeling effective listening, conflict mediation, negotiation and cooperative living skills.
- Listen to clients' concerns and help them find their own solutions to any perceived problems, difficulties, or frustrations they may be experiencing.
- Respect differences in personality, culture, and experience when interacting with clients.
- Avoid giving advice or "counseling".

- 2) **Shift Responsibilities:** The house manager is responsible for carrying out specific duties during their shift. Completion of these duties is important in order to maintain a high

standard of hygiene and safety for the DRC, and create a positive experience for our clients. Duties routinely include but are not limited to:

- Ensuring that a meal is delivered each night or assisting the clients in the preparation of one.
- Assigning chores to clients and ensuring that they are completed correctly and on-time.
- Enforcing shelter guidelines and interpreting shelter rules fairly.
- Organizing/Cleaning areas of the shelter and office on a regular basis.
- Supervising volunteers during your shift.
- Providing administrative assistance as needed.
- Bi-monthly grocery shopping.
- Other similar duties as assigned by shelter coordinator.

3) Crisis Intervention: Medical emergencies or other crises may arise during your shift. The House Manager must be able to deal with these calmly and effectively.

- Assess crisis situation and determine whether on-call staff or emergency services (police, fire, EMS) are needed.
- If contacting on-call staff, follow established guidelines.

4) Assist with client move-in/move-out Coordination upon request from Shelter

Director

- Greet new clients when they arrive, orient them to the policies, operations of the house, complete room inventory and supply needed items
- Prepare rooms for new clients
- Conduct exit interviews with families moving out
- Coordinate donations when family belongings are abandoned

5) Service Project Coordination

- Assist Communications and Development Manager with scheduled volunteer service projects upon request.
- Be present or coordinate with staff to ensure supervision of the project

6) Fill-in as Sunday Van Driver when needed

- Serve as van driver for one or both networks when the usual Sunday van driver is not available.

Job Description
Family Rapid Re-housing Case Manager
Foundation for the Homeless, Inc.

The Rapid Re-housing Case Manager is responsible for completing an intake/assessment of clients, developing individualized action plans for clients and providing case management services focusing on permanent housing attainment and retention. The case manager will refer clients to appropriate community services and resources and follow-up on referrals. The case manager is also responsible for continuing assessment, evaluation, and reporting of program services in conjunction with the program manager.

Households that do not qualify for or cannot attain housing stability with one time only direct client assistance without continuing case management may qualify for Family Promise-Interfaith Hospitality Network shelter and related Passages case management, Best Single Source Plus or other community benefits. The Rapid Re-housing case manager will work with families with children while they utilize the FFH's shelter programs, including the Family Promise- Interfaith Hospitality Network shelter program. The goal shall be to exit families from shelter as quickly as possible and to provide post shelter direct financial assistance and case management following shelter exit for up to 12 months. If using Foundation for the Homeless' Family Re-housing Initiative client assistance the maximum amount per family will be capped at \$8000. The case manager will be responsible for entering data into HMIS and communicating with personnel at Austin Energy, Caritas, The Salvation Army and other Passages and Best Single Source partners as needed to coordinate services, ensure appropriate releases of information are in place and ensure nonduplication

The Case Manager will work with Passages and Housing First families directly and/or through supervision of interns in order to facilitate improved housing and financial stability, and overall family well-being.

POSITION DUTIES AND RESPONSIBILITIES

1. Assess new clients for housing needs and resources, and determine level of financial and case management support necessary to obtain and maintain housing. Complete intake and assessment paperwork. Assist client(s) to develop goals related to housing. Provide advocacy as needed.
2. Coordinate and manage intake, housing program applications and moving processes with the FFH program team. This involves scheduling intakes and interviewing potential Family Re-housing Initiative, shelter/IHN, Passages, and BSS+ clients, managing the waitlist on the front-end of IHN, and facilitating the move to housing with agency partners, property management and volunteer movers on the back-end.
3. Provide regular and timely case management services focusing on housing attainment and retention, including helping with immediate problem solving, providing information and referral, and establishing/monitoring short-term goals. Meeting content may include addressing barriers to housing, budgeting, household management, and living successfully in a residential community, among other issues.
4. Serve as a liaison between client and property manager as needed to resolve housing issues and assist in the maintenance of housing.
5. Develop contacts with public and private sectors for wrap-around supportive services, including legal assistance, medical, mental health, substance abuse, education, child care, transportation and other needs areas impacting housing stability. Link participants to these other agencies and resources as needed and provide follow-up to ensure access to services.

6. Examine and evaluate goals, objectives and operations of the HPRP with social service team members.
7. Coordinate with other outreach specialists, housing placement specialist and case managers in the community to maximize resources and streamline processes for client assistance.
8. Engage in appropriate teamwork functions in order to provide a professional work environment and effective service delivery.
9. Manage case data by entering client data into the HMIS (Service Point) in a timely manner.
10. Prepare and maintain accurate records and reports for program manager.

OTHER

1. Utilize Service Point, the HMIS agency client information system.
2. Work cooperatively with all components of FFH and community services.
3. Work independently, exercise initiative and accomplish tasks without continuous supervision.
4. Attend FFH and other meetings as needed.
5. Participate in FFH, BSS+ and Passages trainings.
6. Works within social work ethics and professionalism and adheres to FFH, IHN, BSS+ and Passages requirements.
7. Perform other duties as assigned.

POSITION REQUIREMENTS

Education: Bachelor's Degree in Social Work or related field preferred.

Experience: Three years case management experience with knowledge of issues related to homeless and at-risk populations preferred. **BILINGUAL** (English/Spanish) is **HIGHLY DESIRABLE**.

Computer: Experience working with various software programs: word processing, spread sheet and database

Transportation: Reliable transportation needed for congregational and home visits

While this job description covers the main responsibilities of the job, it is not intended to cover every aspect of the job, and other responsibilities may be assigned.

FOUNDATION FOR THE HOMELESS
JOB DESCRIPTION

FLSA STATUS: Exempt
FULL TIME EQUIV.: 1.0

POSITION TITLE: Self Sufficiency Programs Manager

ACCOUNTABLE TO: Director of Housing and Self-Sufficiency Programs

POSITION DESCRIPTION: Director will identify, write, and submit applications for grant and funding opportunities from state, local, Federal and private entities that are geared to support any and all areas of shelter resident life and FFH's capacity to expand or improve existing programs, or create new programs including those aimed at homelessness prevention and rapid re-housing, physical, developmental and mental health, and supportive housing arrangements. The Director will be responsible for identifying and implementing all program activities that will benefit our potential shelter or housing population(s), provide administrative, project management and oversight of self sufficiency programming. The Director will also assist in securing services provided through a broad network of community network resources and natural supports, and promoting self-empowerment and self-sufficiency through education and support.

RESPONSIBILITIES:

- Working with the Director of Housing and Self-Sufficiency Programs, design and develop new housing and self-sufficiency programming to include: 1. employment and income generation for clients such as supportive employment, microloans, individual savings accounts; 2. Enhance life skills programming for adults and children and develop computer labs with on-line training options; 3. Develop trauma-informed care and other case management programming for FFH staff; 4. Develop peer counseling, access to external professional counseling and on-line stress reduction programming options for clients; 5. maintain relationships with entities outside the organization. This includes but is not limited to the acquisition of goods and services for the benefit of FFH and program participants, through nonprofit organizations, federal agencies, educational institutions, state and local governments, and other parties, through grants, agreements, or contracts.
- Conducts research and identifies potential sources of funds and fund development activities to build self sufficiency programs.
- Provides overall supervision and management of collaborations with other service providers to better meet the needs of our clients
- Conduct program evaluations for self sufficiency programs providing information both quantitatively and qualitatively as a means of determining the most efficient means of addressing the specific need.
- Create tracking system to monitor successes, challenges, goals and objectives as a measure for reporting.
- Manage assigned staff, residents, stakeholders , and community organizations to identify issues and priorities affecting the resident population

- Provide technical assistance to key staff as it relates to the design and implementation of Foundation for the Homeless programs.
- Monitor and evaluate the quality of services currently administered or delivered by FFH staff and/or consultants or referral agencies.
- Other duties as assigned

Skills, abilities, and experience

- Minimum 3 years of experience in the following areas: Strategic Planning, Leadership & Leadership development, General Management and Non-Profit Operations
- Experience in developing programs for vulnerable populations and managing budget & staff
- Ability to prioritize, multi-task, research and analyze data for use in program development
- Ability to juggle multiple projects with attention to detail and accuracy while adhering to deadlines in a high-energy, fast-paced environment.
- Extensive experience working in a low-income populations & social service organizations service-oriented environment.
- Should be a skillful negotiator and have the ability to deliver services and programs for the intended population.

Foundation for the Homeless

Job Description for Executive Director

The **Executive Director** administers the programs, personnel, finances, and community relations of the Foundation for the Homeless on behalf of the Board of Directors to carry out their mission, goals, and objectives. The administrative aspects of the "Foundation" are directed in a manner, which demonstrates compliance with the Board policies, state and federal laws and supports the values professed, by the faith-based organizations in the community.

Administrative

- Reports to the Executive Committee of the Board the performance outcomes.
- Responsible for the operations and functions of the organization.
- Serves as a guide for planning and evaluation of program effectiveness.
- Recruits, selects, supervises, and evaluates all personnel.
- Provides direction, training, leadership, and team building for staff.

Development

- Responsible for securing grant funding for the activities of the Foundation.
- Researches and analyzes data necessary for grant preparation.
- Provides quarterly reports on fundraising activities.
- Community Outreach provided by public speaking engagements and meeting potential donors.
- Portray a consistent current image on hard copy including brochures, press releases, Public Service Announcements, flyers, mailers, posters, news articles, and videos.
- Orchestrate annual fundraising drive with support of Board, staff, and volunteers.

Communications

- Elicit support of faith-based community through presentations that explain our mission.
- Establish effective relations with supporters, service professionals, and referral sources.
- Managing strategic plan, portraying a consistent image to the community.
- Develop community awareness programs to educate potential clients and referring agencies.
- Maintain high visibility of organization through outreach.
- Ongoing oversight of Interfaith Hospitality Network organizational, recruiting and related efforts.
- Ongoing oversight of Feed My People organizational, recruiting and related efforts.

Draft Director of Housing and Self-Sufficiency Programs (December 2010)

The Director will work closely with the Executive Director to provide leadership and strategic direction to FFH's housing assistance, self-sufficiency and supportive services work with persons experiencing or at risk for homelessness. The Director will collaborate with other community organizations, FFH board work group(s), staff and fund developers to set priorities, develop grants and other funding resources, supervise the development of new projects and programs, and identify and assess new opportunities for housing assistance and supportive services aimed at increasing clients' self-sufficiency and housing stability. The Director works closely with the shelter director, case managers and other staff to ensure that evidence-based housing stability and self-sufficiency strategies are incorporated into all FFH work.

Candidates must demonstrate in-depth knowledge of housing and supportive services programs affecting low-income populations and experience working at a senior level to evaluate and develop housing and/or self-sufficiency programs. Knowledge of a broader range of housing programs, including but not limited to, HUD Continuum of Care (Permanent Supportive Housing, Shelter Plus Care, SSOs, etc.) homelessness prevention and rapid re-housing, HOME funded transitional housing programs like Tenant Based Rental Assistance (TBRA), as well as Housing Choice (Section 8), public housing and the Low-Income Housing Tax Credit is highly desirable. They must have excellent writing, oral communications, and analytical skills, experience developing and analyzing policy and programmatic options, and a demonstrated capacity to work with non-profits and the private sector to develop formal collaborations, grants, contracts, leases, etc. aimed at providing housing and/or self-sufficiency programming for low income populations. They also must demonstrate the ability to think strategically about housing, self-sufficiency and other supportive services programming opportunities, to balance competing priorities, and to work collaboratively with colleagues. Candidates should have at least ten years of relevant experience; a graduate degree in a relevant field is desirable.

FOUNDATION FOR THE HOMELESS JOB DESCRIPTION

FLSA STATUS: Exempt
FULL TIME EQUIV.: 1.0

POSITION TITLE: Housing & Self Sufficiency Programs Director

ACCOUNTABLE TO: Executive Director

POSITION DESCRIPTION: Director will identify, write, and submit applications for grant and funding opportunities from state, local, Federal and private entities that are geared to support any and all areas of shelter resident life and FFH's capacity to expand or improve existing programs, or create new programs including those aimed at homelessness prevention and rapid re-housing, physical, developmental and mental health, and supportive housing arrangements. The Director will be

responsible for identifying and implementing all program activities that will benefit our potential shelter or housing population(s), provide administrative, project management and oversight of self sufficiency programming. The Director will also assist in securing services provided through a broad network of community network resources and natural supports, and promoting self-empowerment and self-sufficiency through education and support.

RESPONSIBILITIES:

- Establish and maintain relationships with entities outside the organization. This includes but is not limited to the acquisition of goods and services for the benefit of FFH and program participants, through nonprofit organizations, federal agencies, educational institutions, state and local governments, and other parties, through grants, agreements, or contracts.
- Conducts research and identifies potential sources of funds and fund development activities to build self sufficiency programs.
- Provides overall supervision and management of collaborations with other service providers to better meet the needs of our clients
- Conduct program evaluations for self sufficiency programs providing information both quantitatively and qualitatively as a means of determining the most efficient means of addressing the specific need.
- Create tracking system to monitor successes, challenges, goals and objectives as a measure for reporting.
- Manage assigned staff, residents, stakeholders , and community organizations to identify issues and priorities affecting the resident population
- Provide technical assistance to key staff as it relates to the design and implementation of Foundation for the Homeless programs.
- Monitor and evaluate the quality of services currently administered or delivered by FFH staff and/or consultants or referral agencies.
- Other duties as assigned

Skills, abilities, and experience

- Minimum 5 years of experience in the following areas: Strategic Planning, Leadership & Leadership development, General Management and Non-Profit Operations
- Experience in developing and managing an equivalent size budget & staff
- Ability to prioritize, multi-task, research and analyze data for use in program development
- Ability to juggle multiple projects with attention to detail and accuracy while adhering to deadlines in a high-energy, fast-paced environment.
- Extensive experience working in a low-income populations & social service organizations service-oriented environment.
- Should be a skillful negotiator and have the ability to deliver services and programs for the intended population.

- Will seek input from subordinates and superiors, but can make decisions once all avenues have been considered.
- Team player, open to change, creative and innovative, able to maximize benefits from meager financial resources and dwindling grant opportunities.

Management

- Management style must be people-oriented. Must be a leader, a motivator, and have excellent management skills.
- Ability to contribute strong leadership, vision, skill and positive attitude to build the Foundation for the Homeless staff team environment
- Ability to work independently and cooperatively with other FFH staff and volunteers.

Communication

- Ability to communicate information in a professional manner to a diversity of people using excellent written, oral and interpersonal communication skills.
- Must have the ability to listen and communicate with a broad range of individuals and agencies, and possess an understanding of and sensitivity to a culturally diverse resident population.

EDUCATION & KNOWLEDGE

- Masters degree in Social work, Social Service Administration, Business or other related field required
- Minimum of 5 years with increasing responsibility in management
- Extensive knowledge of the behavioral health and social service network

FOUNDATION FOR THE HOMELESS

Job Description

Position: Director of Family Promise-Interfaith Hospitality Network Shelter

Reports to the Executive Director. Primary duties include coordinating congregational facilities and volunteers which provide shelter for families experiencing homelessness by recruiting, training and supporting congregations and volunteers, maintaining communication with primary volunteers for each congregation and Passages case managers, and monitoring the progress of guest families. Manage daily operations of shelter program. Train and supervise shelter-related staff including van drivers and volunteers. Maintain inventory of food, personal items, diapers, medicine and restock as needed. Hold family and staff meetings as needed to facilitate communication. Job requires sporadic evening, week-end and on-call availability.

RESPONSIBILITIES:

- Oversees and coordinates shelter operations by maintaining communication and offering supportive leadership to volunteer shelter coordinators on a daily basis
- Works cooperatively with case managers, program leads and administration
- Facilitates regular meetings and training sessions with clients and volunteers
- Develop, maintain and enforce shelter scheduling, guidelines and policies
- Screen, interview and participate in group selection of potential shelter families
- Develops and maintains program budget
- Oversee program data collection and analysis
- Responsible for monthly, quarterly and annual reporting
- Represent agency at community meetings and events
- Trains and supervises van drivers and works with lead case manager to train and supervise case management personnel
- Active in recruiting, training and thanking congregations
- Perform other miscellaneous job-related duties as assigned

QUALIFICATIONS: Bachelor's degree in Social Work, Psychology, Sociology or related field; Master's degree preferred. At least one year of experience supervising professional and/or volunteer staff. Knowledge of disadvantaged populations and family dynamics necessary, and some experience working in a shelter setting or with homeless populations preferred.

SKILLS/ABILITIES: Applicant must be highly motivated and able to work both autonomously and cooperatively with a wide-range of people. Must demonstrate initiative and leadership skills as well as the ability to make decisions and delegate tasks and responsibilities. Must demonstrate sensitivity to the issues that affect this population and the interest and ability to develop activities that will alleviate

homelessness. Strong written and verbal communication skills as well as organizational skills and attention to detail required. Applicant must be computer literate with extensive knowledge in Microsoft Office Programs.

SALARY: Depending upon experience

Job Responsibilities:

1) Staff and Volunteer Supervision

- Hire, train and supervise all shelter support staff, including, van drivers, day center coordinators, and new case managers as needed.
- Conduct evaluations with new employees at 90 days, and annual evaluations thereafter.
- Initiate probationary periods, as needed.

2) Communication

- Meet individually with each family once a week regarding shelter issues, hear concerns, make sure they have supplies, support.
- Hold house meeting once a week with all families and staff members present
- Hold staffing meeting with Passages case managers and intern(s) once a week to clarify rules, discuss concerns, problem-solve, implement new ideas, etc.
- Attend weekly FFH staff meetings to inform agency of shelter issues, updates
- Mediation/Conflict resolution: resolve conflicts between shelter residents or between staff or volunteers and shelter residents.
- Coordinate client weekend/overnight and late passes with case managers, primary coordinators, and staff as needed.
- Record rule violations in client files, and enforce consequences for residents. Inform staff of consequences for violations.
- Report client progress regarding rule violations, shelter compliance at weekly case management meetings

3) IHN Coordination

- Contacts receiving host church on the Wednesday before their week to tell them number, names, birth dates, special needs, etc for IHN families.
- Maintains regular contact with primary coordinators during each host week, to facilitate communication regarding client issues, volunteer issues, and any noteworthy changes.
- Coordinates and attends monthly primary coordinator meetings along with Director, and Volunteer Coordinator to keep IHN informed of shelter census, concerns, etc.
- Holds monthly meetings at host congregations with IHN families to hear concerns, clarify policies, make sure families have supplies and support.

- Collect exit surveys from IHN families reflecting families impressions, concerns, etc of their shelter experiences & compile families feedback into report.
- 4) **Manage Shelter Equipment, Furniture, and Supplies:**
- Monitor and maintain shelter phones, notebooks, sign-in sheets, trailers and equipment utilized by congregations to provide IHN hosting.
 - Supervise the Transportation Manager who shall be responsible for driver schedules, vehicle maintenance, and housekeeping, and maintenance activities at the Day Resource Center.
 - Coordinate move-out wish lists with case managers of exiting shelter families and with Movin' and Groovin' or others to arrange deliveries of furniture and house wares.
- 5) **Client move-in/move-out Coordination**
- Greet new clients when they arrive, and orient them to the policies and operations of the shelter program.
 - Conduct exit interviews with families that are moving out
 - Coordinate donations when family belongings are abandoned
- 6) **Develop and sustain back-up systems for shelter coverage**
- Work in conjunction with Communications and Development Manager to develop list of backup volunteers and staff for van driver, IHN host roles, and Sunday Day Center Coordinator positions
 - Responsible for finding back up facilities when adequate congregational shelter space is not available.
- 7) **Develop Congregational and Community Group Appreciation & Recruiting Strategy**
- 8) **Work with Communications & Development Manager and others on IHN Holiday and IHN Family Events**

Additional detail and examples of tasks related to these responsibilities are contained in the attached list.

JOB DESCRIPTION - BUSINESS MANAGER

Rev. 2/7/2012

TITLE: Business Manager

REPORTS TO: Executive Director or Director of Programs and Operations

SUMMARY: The Business Manager will be responsible for a variety of tasks, including but not limited to: Financial, Staff Benefits Management, Operations, Administrative Support, Vendor Relations, Grant and Contract Budget Preparation, Grant and Contract Financial Administration and Reports.

DUTIES AND RESPONSIBILITIES:

Financial

- Assists the Executive Director in developing and monitoring the annual budget and works with the Director of Programs and Operations in developing and monitoring each program budget. Assists with development of project budgets for grants, events, and consulting or other contracts upon request.
- Manages allocation of cash disbursements and coordinates payments for payroll using Quickbooks.
- Develops and manages record keeping and procedures to account for receipts and disbursements, maintains financial records, provides weekly and monthly financial reports. Works with FFH Treasurer and Accounting Consultant to ensure timely reconciliation of accounts and adjustments are made.
- Coordinates the negotiation and selection of the CPA for annual audits and acts as the primary agency representative to the auditor.
- Assures that the organization is in legal compliance with all state and federal laws regulations and filings.
- Maintains financial record-keeping systems and activities, including processing accounts payable and receivable, vendor/invoice research, posting of monthly financial reports, timesheets, payroll reports, grant financial reports, twice weekly bank deposits, and coordination of legal and funding compliance reports.
- Assure that all publication orders, including the processing of checks for payment and preparing an acknowledgement for orders fulfilled.



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Human Resource Management

- In consultation with Executive Director and Director of Programs and Operations, serve as primary human resource contact, assuring that applicable policies and procedures are followed and revised as necessary. Serves as first point of contact for new hire paperwork and orientation to FFH work-place policies and procedures.
- Responsible for on-going record keeping and tracking of employee benefits, employment history and other employee-related material
- In consultation with Executive Director and the Director of Programs and Operations, oversees scheduling of employee leave and other benefits.
- Maintains appropriate retirement records and works closely with retirement management company to make sure that investments are properly managed
- Develops and submits all personnel-related reports and employment data as appropriate

Operations

- In consultation with Executive Director and the Director of Programs, review and revise existing administrative policies, procedures and processes and develop systems to assure compliance by all staff.
- Oversee the design and implementation of computer programs, systems and procedures, which assure accurate and effective administration and network operation procedures.
- In consultation with Executive Director and staff, develop and maintain a Business Continuity Plan for the organization. Ensure the plan is updated to consider new facilities.
- Working with the Communications and Development Manager, develop and manage electronic fundraising tools and the donor database to include individuals, institutions, congregations, grantors, volunteers and in-kind donations.
- Forecast and identify electronic and other technological needs
- Maintain adequate insurance coverage on all aspects of the organization and D&O coverage for the board of directors
- Responsible for ongoing tenant/landlord and fiscal plant matters for the organization. In the event that Foundation for the Homeless moves, coordinate the selection of necessary vendors and services.
- Oversee office supplies, software and hardware purchases, acquisitions and deliveries.



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- Oversee all maintenance and upkeep of faxing, photocopying and computer systems.
- Manages outside computer, printing and other consultants.
- Secure and monitor vendors through a competitive bidding system to maintain cost effectiveness and quality, including technology and computer support.
- Develop and maintain an inventory and record-keeping system for office supplies and equipment, handle maintenance/leasing contracts and purchase supplies and equipment.

Administrative/Operational Support

- Ensure all office equipment and Day Center facilities are kept in working order and that office supplies are in stock.
- Analyze and organize office operations and procedures such as document preparation, bookkeeping and accounting, flow of correspondence, filing, requisition of supplies, and other clerical services to ensure efficiencies.
- Assure that materials for meetings and training sessions and other activities of the organization are prepared accurately and in a timely manner.
- Supervise and coordinate clerical and support staff to assure internal office operations run smoothly, efficiently and in an organized fashion.
- Maintain and update donor, vendor, newsletter and mailing databases.
- In absence of Administrative Assistant, receive and distribute all incoming mail and coordinate outgoing mail, including courier services, postage meter account, and distribution.
- Assist the Executive Director and serve as liaison to the Board in preparing materials for the board of directors, advisory council or other FFH meetings, including scheduling and coordinating logistical arrangements for meetings.

Outreach, Vendor Management and Fundraising

- Working with Director of Programs and Operations and Communications and Development Manager, select, develop and recruit vendors and sponsors for operations and/or events of Foundation for the Homeless for sign-off by the Executive Director. Ensure that at least written three bids are sought prior to the purchase of equipment or services exceeding \$1,000 and bids are documented in the vendor file.



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- Serve as staff support for group purchasing programs to research and analyze products and services; assist in the negotiations for vendor and other partnerships.
- Assist with updates to Convio, Quicken, etc.
- Assist in the identification or vetting of grant prospects, development of cost items, budgets and other financial arrangements for grant proposals and administer and ensure compliance with grant and contract funding and reporting requirements.
- Provides administrative support for copying, faxing and large-scale mailings.
- Working with the Communications and Development Manager, supports and coordinates the logistics for events.

1

QUALIFICATIONS:

- Minimum five years office administrative support experience in developing office procedures and general office maintenance, preferably with a nonprofit organization.
- College degree in related field, desirable.
- Excellent organizational skills (oral and written) and the ability to excel at details, multi-tasking and working under pressure.
- Must have extensive experience and skilled in the use of software programs such as MS Word, ACCESS, PowerPoint, and Excel.

BENEFITS: Salary increases with experience, excellent benefits, including health insurance, life insurance, retirement, vacation, sick leave and generous holiday schedules.

Foundation for the Homeless is an equal opportunity employer and is committed to the belief that each individual is entitled to equal employment opportunity.



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INTAKE & OUTREACH SPECIALIST

SUMMARY

Serves as the point of entry and clearinghouse for guests/neighbors requesting services from Foundation for the Homeless, Inc.

ESSENTIAL DUTIES AND RESPONSIBILITIES in order of importance. Other duties may be assigned.

1. Effectively verbally engages with the homeless to retrieve the information necessary to enroll in the information tracking system.
2. Performs a variety of clerical tasks related to guest/member intake ensuring proper documentation of a guest or member. Requires entering demographic data, attention to detail and accuracy in relaying and documenting personal information, and responding effectively by telephone, and e-mail.
3. Works with standard concepts, practices, and procedures in an admissions type environment. Coordinates referrals.
4. Engages empathically with the homeless while maintaining a proper balance between engagement and detachment from those being served.
5. Works effectively with a wide range of personalities including those displaying emotional difficulties.
6. Act as a liaison between the member, case managers, and referring agencies while protecting and maintaining member confidentiality.
7. Educates, and ensures partners and other referring agencies are following the correct referral policies and protocol for service delivery.
8. Ensures guest's or member's security clearances are correct based on documentation and enrollment requirements for the program(s) in which they are enrolled.
9. Upon request, works with the Director of Programs and Operations and case managers to conduct outreach activities, including surveys of guests and presentations to potential guests and volunteers at congregations, schools, commercial entities and on the streets.
10. May provide transportation services for families and individuals using FFH shelter and temporary housing program(s) as required.

EDUCATION

- Required Minimum Education: Bachelor's Degree in Social Work or Related Field. Related experience in lieu of a degree may be credited toward the education requirement at the rate of 1 year for every two years of documented related experience when a candidate is also enrolled in a related degree granting program.

EXPERIENCE

- 1 or 2 years of related experience.
- Preferred experience working with the homeless population.

QUALIFICATIONS/REQUIREMENTS

- Bilingual/Bicultural preferred.
- Ability to type at least 60 words per minute.
- Work effectively with computer software such as Microsoft Office.
- Ability to work a flexible schedule to accommodate the needs of those requesting services.

MANAGERIAL RESPONSIBILITIES

- None.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Standard physical activity such as periodic standing, walking, sitting, basic motor skills to access computer files for Information or simple data entry.

Section 0650 Program Budget and Narrative

Program Budget

Applicant must input all proposed budget line items per the applicable Life Continuum categories.

- **ALL LINE ITEM AMOUNTS MUST BE WHOLE DOLLARS ONLY.**
- The dollar amount requested in your Application's Program Budget and Narrative must reflect a twelve (12) month amount of funding.
- The dollar amount requested in your Application's Program Budget and Narrative must be budgeted under one or more of the Life Continuum categories (Early Childhood, Youth, Adults & Families, Seniors & Persons with Disabilities).
- The Personnel line item includes Salaries plus Benefits (combined).
- General Operating Expenses: Include for this line item all operating expenses which are NOT included in any other line item). Examples are any Travel/ Training/ Conferences WITHIN Travis County, Insurance/Bonding, Audit expenses, equipment costing \$5,000 or less, general office supplies, rent; utilities, telecommunications, postage, etc.
- Consultants/Contractuals: Applicants shall combine all proposed amounts into one line item, but shall provide separate details for each relevant item in the Program Subcontractors form. Only consultant/contractual expenses for direct client services are to be included here; other consultant/contractual services should be included in General Operating Expenses.
- Direct Assistance to Clients includes rent, mortgage, utilities, or transportation costs, etc.
- "Amount Funded by ALL OTHER Sources" is the balance of funding from all sources other than the City of Austin.
- "Total Budget" is the sum of all funding sources, which is the entire cost of the program.
- Calculate and check all subtotals and totals, including the percentages by funding source at the bottom, and ensure all line item amounts, subtotals, and totals are in WHOLE DOLLARS.

Section 0650
Program Budget and Narrative

Foundation for the Homeless – Family Re-Housing Initiative

Program's Line Item Budget	EARLY CHILDHOOD Amount	YOUTH Amount	ADULTS & FAMILIES Amount	SENIORS & PERSONS WITH DISABILITIES Amount	Amount Funded by ALL OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL						
1. Salaries plus Benefits			177980			
A. Subtotals: PERSONNEL			177980			
OPERATING EXPENSES						
2. General Operating Expenses			72000			
3. Consultants/ Contractuals						
4. Staff Travel - <u>Out of Travis County</u>						
5. Conferences/Seminars - <u>Out of Travis County</u>						
B. Subtotals: OPERATING EXPENSES			72000			
DIRECT ASSISTANCE for PROGRAM CLIENTS						
6. Food/Beverage for Clients						
7. Financial Assistance for Clients			90000			
8. Other (<i>specify</i>)						
C. Subtotals: DIRECT ASSISTANCE			90000			
CAPITAL OUTLAY (with per Unit Cost <u>over \$5,000/unit</u>)						
9. Capital Outlay						
D. Subtotals: CAPITAL OUTLAY						
TOTALS						
GRAND TOTALS (A + B + C + D)			339980			
PERCENT SHARE of Total for Funding Sources:	%	%	100%	%	%	100%

Section 0650
Program Budget and Narrative

Foundation for the Homeless – Family Re-Housing Initiative

Program Subcontractors- N/A

SUBCONTRACTOR #1		
Name of Subcontractor	No subcontractors on this proposal	
Term of Subcontract (mm/dd/yyyy)	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served (if applicable)		
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

SUBCONTRACTOR #2		
Name of Subcontractor		
Term of Subcontract (mm/dd/yyyy)	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served (if applicable)		
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

SUBCONTRACTOR #3		
Name of Subcontractor		
Term of Subcontract (mm/dd/yyyy)	Start date:	End date:
Services to be Subcontracted		
Number of Clients to be Served (if applicable)		
Dollar Amounts by Funding Source:		
<u>CITY of AUSTIN amount</u> \$	<u>ALL OTHER Sources amount</u> \$	<u>TOTAL</u> \$

(If needed for additional subcontracts, copy blocks above to a new page and re-number them accordingly)

Section 0650

Program Budget and Narrative

Foundation for the Homeless – Family Re-Housing Initiative

Program Budget Narrative

Add details to describe the proposed City expenses from your Program Budget form.

Explanations for the "Other Sources" line items are not required.

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	.75 case manager; .30 Director of Housing and Self Sufficiency; .50 Shelter Manager; 2.6 FTE Shelter Coordinators; .50 Transportation Coordinator.10 Business Manager; .10 Executive Director personnel, including a fringe rate of 10%
OPERATING EXPENSES	
2. General Operating Expenses	Rent and Utilities for Emergency Shelter/Day Resource Center Facility
3. Consultants/ Contractuals	
4. Staff Travel - <u>OUT of Travis County</u>	
5. Conferences/Seminars/ Training - <u>OUT of Travis County</u>	
DIRECT ASSISTANCE	
6. Food/Beverage for Clients	
7. Financial Assistance for Clients	Financial Assistance for clients: rent, mortgage and utility assistance past due and current, deposits, application fees, basic household necessities, food furniture, identification documents, transportation, employment, small home repairs, moving costs, and other types of assistance as needed.Assistance plan is to provide limited one time only financial assistance without case management or shallow continuing financial assistance and case management for up to 12 months. We estimate the direct client assistance range will fall between \$500 and a maximum of \$8000 per Household. We expect most will be used for rent and utility assistance and will leverage in-kind donations of furniture, housewares, and moving services.
8. Other Direct Assistance (must specify)	
CAPITAL OUTLAY	
9. <u>Capital Outlay</u> (must specify)	

Section 0655
Program Funding Summary
Foundation for the Homeless – Family Re-Housing Initiative

In *last column*, insert the twelve (12) month funding amount for your proposed program into the corresponding cell. Next clearly list all of your other funding sources for this program, with their corresponding program periods and amounts. Also ensure that the Total Program Funding in the bottom right cell is calculated correctly.

Funding Sources	Grant/Contract Name	Funding Period Start (mm/dd/yyyy)	Funding Period End (mm/dd/yyyy)	Funding Amount
City of Austin	Social Services Contract	10/01/2015	09/30/2016	\$339,980.00
FUNDING AMOUNT TOTAL:				\$333,980.00



Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767
(512) 854-4100 Fax (512) 279-2197

August 14, 2012

Morris Moore, Board Chair
Foundation for the Homeless, Inc.
5202 Balcones Dr.
Austin, Texas 78731
morrism@aol.com

RE: Travis County Contract # PS090116RE 2012 Compliance Desk Review

Dear Mr. Moore;

This letter is to inform you that I have completed the 2012 compliance desk review of the above referenced Travis County contract. The monitoring review included an administrative and finance review for the years 2011-2012.

I'm happy to tell you, the review identified no concerns, recommendations, or findings.

I commend you for the work provided to the community by the Foundation for the Homeless.

Sincerely,

LaDonna Brazell
Contract Compliance Specialist
HHS Finance Division
512/854-7875
ladonna.brazell@travis.co.tc.us

cc Sharon Lowe
Mike Manor
Sherri Fleming
Kathleen Haas
San Juana Gonzales



Travis County Health and Human Services & Veterans Service

P.O. Box 1748, Austin, Texas 78767
(512) 854-4100 Fax (512) 854-4115

August 14, 2013

Morris Moore, Board Chair
Foundation for the Homeless, Inc.
5202 Balcones Drive
Austin, Texas 78731
Email: morrism@aol.com

Re: 2013 Travis County Monitoring Visit, Contract #PS090116RE

Dear Mr. Moore:

We conducted a monitoring visit of the contract mentioned above on June 4th, 2013. The review included an administrative, financial and program performance review of the Family Promise – Interfaith Hospitality Network Program.

During our review we identified an issue that requires attention:

Finding: Travis County has a reimbursement contract with Foundation for the Homeless. FFH's financial records did not link County billings to actual expenses. FFH has been billing 1/12 of the contract each month, approximately 30% of one person's salary. However, the general ledger only reflects the credit from the County to the main fund. We were unable to match the amount billed to the staff salary being charged to the contract. We must be able to match amounts billed to the contract to actual incurred expenses.

Corrective Action: Until further notice, Foundation for the Homeless is required to submit supporting documentation for all invoices submitted for this contract. FFH has budgeted the entire contract to salaries, therefore, supporting documents are to include; a salary allocation plan, timesheets and paystubs for all staff billed to the contract, and an expanded general ledger showing salary costs.

Recommendation: During our review, we were told that salaried employees are exempt from keeping timesheets. We recommend the agency have all employees keep timesheets that record time worked and leave used and also document time spent on each funded program.

All required actions are to be submitted, in writing, no later than September 15, 2013, to: P. O. Box 1748, Austin, TX 78767

Feel free to contact LaDonna if you have questions. Please extend our thanks to your staff for facilitating our monitoring visit.

Sincerely,




LaDonna Brazell
Contract Compliance Specialist
HHS Finance Division
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San Juana Gonzales
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HHS Finance Division
512/854-4122
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Cc: Sharon Lowe, Executive Director, Foundation for the Homeless, Inc.
Sherr Fleming, HHS/VS County Executive, Travis County
Kathleen Hass, HHS/VS Finance Manager
Mike Manor, HHS/VS Program Lead

 METRO Foundat	FY13 COMPLIANCE MONITORING REVIEW OF SUBRECIPIENTS (5307, 53010, 5316, & 5317) Grants/Finance	Developed July 3, 2013 Revised: Performed by: James Horan
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GENERAL INFORMATION

Subrecipient Name: Foundation for the Homeless, Inc.

Subrecipient Monitoring Contact Lead(s): Sharon Lowe, Executive Director, Trey Nichols, Director of Programs and Operations, Lisa Ottenbacher, Business Manager

Date of Compliance visit: July 31, 2013

ORGANIZATIONAL

Name and Brief Description of Subrecipient Program/Project:

Foundation for the Homeless has been awarded two Job Access Reverse Commute and/or New Freedom grants funded by Federal Transportation Administration monies through CAMPO with CAPMETRO as the lead grant recipient and administrator. These grants pay on a reimbursement basis 80% of the capital costs FFH used to purchase ADA accessible 14 passenger vehicle(s) and 50% of the operating costs, including driver wages, fuel, repairs and maintenance, insurance, tags, license and registration, etc.

The first multi-year grant was awarded January 2009 in the amount of \$73,111. The contract for this grant was not executed until 2010 and the purchase of a vehicle, which triggered to flow of monies as reimbursement, did not occur until August 2010. This first grant was scheduled to expire September 30, 2011 and FFH's ability to bill for expenses under this grant was effectively suspended from that date until CAPMETRO determined late in 2012 that an extension would be granted until March 31, 2014 to use \$22,000 remaining on this grant. The extension was executed in February of 2013.

The vehicle originally purchased under the first grant was destroyed in an accident on October 29, 2012 while in use to support the Safe Sleep Shelter for Women Pilot Project. * The vehicle was declared a total loss and FFH received a check from the insurer in the amount of \$38,135.07 dated December 31, 2012. The check was received January 7, 2013. Our grant contact at CapMetro assisted FFH in working through the depreciation and release of interest by the FTA so that a replacement vehicle could be purchased. Following a competitive bidding selection process that was reviewed by our grant contact at CapMetro, the 2010 vehicle was replaced with another used 2010 bus on or about March 7, 2013.

During 2012, FFH was awarded a second multi-year grant in the amount of \$93,608. The contract on this grant was executed in November 2012. A new ADA compliant 14-passenger vehicle was purchased in May of 2013 and FFH was reimbursed at 80% of the purchase price in June 2013. FFH is scheduled to meet with representatives of Trinity Center on August 2, 2013 to discuss set-up of a work and income-related ADA transportation project to serve guests of our Feed My People breakfast, Trinity Center and other downtown partners.

A third grant proposal was filed in January 2013 for a third vehicle, a standard 14-passenger van, and operating costs. FFH was recommended for this grant which is still pending.

*The Safe Sleep Project was a collaboration of FFH as operations lead, Trinity Center/St David's Episcopal Church which provided the convening space each evening, the Ending Community Homeless Coalition (ECHO), the Religious Coalition to Assist the Homeless (RCAH), and six area congregations that provided shelter space for up to 52 women each night for a week at a time, for 13 weeks, September 2- November 30, 2012.

RESULTS OF REVIEW

Total Number of Deficiencies

Description of Deficiencies

Projected Date for completion/Correction of Compliance items.
Subrecipient Representative Signature _____

Overview. Capital Metropolitan Transportation Authority (CMTA) will conduct annual compliance reviews of all subrecipients that have received or are currently receiving Federal funding. The review will examine the subrecipient's oversight practices in order to evaluate subrecipient compliance with FTA or program requirements. The compliance review consists of an on-site review of select subrecipient files of documents (FTA or program requirements), agency policies and procedures for the current state fiscal year.

There are nine different areas comprising the review. These include:

1. Project Management
2. Financial Management
3. Procurement and DBE
4. Asset Management
5. Charter Bus
6. School Bus
7. ADA
8. Title VI
9. Equal Employment Opportunity
10. Drug & Alcohol Program

Subrecipients - In preparation for the review, subrecipients should assemble all materials relating to each area of review including, but not limited to:

- Listing of all subcontractors FFH has two employee van drivers
- Subrecipient subcontractor written policies, procedures and plans FFH does not subcontract
- Complaint Policies and Procedures Yes
- List of Complaints and Lawsuits None
- Financial Policies and Procedures Yes

- Inventory List Yes
- Written Maintenance Plans Yes
- Procurement Policies and Procedures Yes
- Insurance Documentation Yes
- DBE "Good Faith" efforts We contracted with a women-owned business to purchase a phone system 3 years ago and for 7 years, have contracted with New Hope Missionary Baptist Church in Central East Austin, zip code 78702, for holiday and summer camps for children in IHN.
- Marketing material Will be supplied at meeting
- EEO Plan (if required) N/A
- EEO Policies and Procedures See Employee Handbook and Client Policies
- ADA Policies and Procedures See Employee Handbook
- Complimentary Paratransit Plans N/A
- Published Fare Schedule N/A
- Charter Documentation N/A
- Copy of Form PTN-129 (TXDOT compliance reviews if Available) N/A

Process. The site visit process consists of the following:

1. Entrance Interview. The entrance interview conveys the purpose and focus of the visit and to inform the subrecipient of specific tasks to be completed during the visit. This portion will also be an opportunity for the monitor to inspect the program processes, worksites, and assets related to the project and funding.
2. Review of Documentation. The review is comprised of a thorough review of subrecipient documentation.
3. Exit Interview. The exit interview provides TxDOT and the subrecipient an opportunity to review findings and/or provide the necessary recommendations to improve the administration of program(s).

REVIEW AREAS

1. PROJECT MANAGEMENT

Pursuant to Circular 5010.1C, subrecipients are to plan, track and report on the progress of projects and expend grant funds in a timely manner.

Review Questions

Project Grant Agreements

1. What, if any, problems have arisen with closing out contracts promptly at the end of the fiscal year?
Subcontractor Monitoring?

FFH's first contract was delayed in starting and was initially closed-out in September 2011. The contract was later extended and the remaining funds were made available for use until March 30, 2014.

2. Are transit service subcontracted? If yes, are there written policies, procedures and plans that address the following: (Yes or No and then comments)

§ Annual on-site monitoring visits

FFH does not subcontract transit services. Two employees drive the vehicles funded by FTA grants.

§ Standardized monitoring forms/processes that are consistent with FTA/TxDOT

§ Follow-ups on findings and improvement actions

§ Identification of the individual responsible for conducting the monitoring

§ Timely notification on any significant issues (complaints, fraud, etc.)

Comments:

2. Financial Management

Pursuant to 43 TAC 31.45 and 31.48, subrecipients are required to have adequate accounting and financial record keeping standards to manage state and federal public transportation grant funds.

FFH manages our financials through a Business Manager with assistance from a consulting accountant from the Texas Association of Nonprofit Organizations (TANO). The consultant assists with the monthly close and reconciliations each month and provides an 8 week cash flow projection each Friday/Monday that is shared with the Executive Director, the Director of Programs and Operations, Business Manager and the Board Treasurer. The Board's Executive Committee reviews the monthly and year-to-date financials each month. The full board reviews financials at least quarterly.

Review Questions (YES or NO and then comments)

1. Are there comprehensive written policies and procedures for your fiscal system?

Yes

2. Are there procedures for determining the eligibility (direct and indirect cost) for reimbursements?

Yes. The Executive Director provides copies of all government grant awards to the Director of Programs and Operations and Business Manager and training is arranged to review grant requirements. For some grants, especially multi-party collaborative grants which require the use of HMIS, implementation training is conducted both externally and internally. For the transportation grants, the Director of Programs and Operations and the Business Manager have worked with the transportation staff regarding requirements and documentation.

3. Are requests for reimbursements reviewed to ensure that only allowable expenses have been submitted?

Yes. Requests are prepared then reviewed at two-three levels. The logs prepared by the drivers are reviewed by the Business Manager to prepare invoices. These are reviewed by the Director of Programs and Operations and/or the Executive Director.

4. What are the procedures to prevent over and/or duplicate billings?

See above.

5. Are transit program vendors and employees paid in a timely manner?

Yes, we pay employees weekly.

6. Were indirect costs (i.e. multiple program costs - 5310, 5317, 5316 etc.) charged to the grant? If yes, are costs supported by an indirect cost allocation plan which was prepared in accordance with OMB Circular A-87 and approved by the FTA or cognizant agency?

No, we seek reimbursement only for direct costs.

7. Please list the source of your local match for Federal Grant funding and explain your procedures to ensure that only eligible local match funding is being used as local match for Grants received through CMTA?

Our local match is provided through general funds and a break-out of these appears in our working budget. The grant proposals also provided for IHN volunteer hours as partial match. Volunteer logs from participating IHN congregations are maintained by the Director of Programs and Operations. Not all congregations are religious in providing these logs, but we know that volunteers staff IHN at one or two congregations for 12 hours a day, six days each week. Approximately 2000 volunteers donate a total of 40,000 hours annually to IHN.

Additional Financial Questions from Triennial review

1. Please describe here how Local match funding is assured to be from an eligible source?

We use general funds which are raised mainly through our two fundraising events- the Golf Marathon in April and the Spirit of Compassion Celebration and Awards in November to raise 36% of our total budget and these funds are unrestricted. We receive \$48,500 in redirected drainage fees that congregations would otherwise pay to The City of Austin from the Religious Coalition to Assist the Homeless (RCAH). These funds help pay personnel in IHN and Passages. Our two drivers are considered IHN personnel.

We charge back to the grant 50% of operating costs for purposes of seeking reimbursement.

We were on a break from the NF grant funding during the period, September 30, 2011 until March 7, 2013 when we received the replacement vehicle for our 2010 ADA vehicle purchased (reimbursed at 80%) with New Freedom funds.

In the interim, we charged a total of \$1229 to FEMA's Phase 29 Emergency Food and Shelter Program (EFSP) grant for the period 10/3/11 to 1/27/12 for mileage paid at .50 per mile. We deducted this reimbursement from amounts chargeable to the New Freedom grant when the grant was extended/renewed in February-March 2013. We charged the transportation grant for 50% of operating expenses that were not reimbursed by the EFSP grant.

During the period September 2- October 29, 2012, FFH used our 2010 ADA bus purchased under the New Freedom grant to provide transportation for the Women's Shelter Pilot. We were reimbursed for mileage and van driver wages through Trinity Center during this period. Since October 29, 2012 we have not looked to any funding outside of FTA for reimbursement of transportation costs involving the FTA-funded vehicles.

*(During monitoring visit demonstrate to monitor via Financial statements and records how the local match and source can be isolated or identified in reference to the financial system.)

2. Have you as a subrecipient used volunteered or in-kind services as a local match regarding your grant agreement with Capital Metro? Describe here?

Yes. But the reality is we pay upfront from general funds.

*(be able to demonstrate local match eligibility assurance via your financial system at your monitoring review)

3. Please write a short descriptive paragraph identifying your financial management systems and process as it pertains to tracking your Capital Metro grant related financial activities. Please include the software tools as well as the portion of the process that it pertains to.

We use QuickBooks On-line for financials and payroll processing. Purchase orders and attached receipts are required for expenses related to fuel, maintenance, repairs, insurance, licensing and fees, etc. These are reviewed and approved by the Director of Programs and Operations prior to payment by the Business Manager. The drivers maintain maintenance logs with inspections conducted twice weekly. Vehicle logs and time cards are used to document driving time, mileage, number of trips, riders, etc. The Business Manager reviews the logs, purchase orders, etc. submitted to the Transportation and Day Center Coordinator and Director of Programs and Operations, and payment records from QB to prepare the invoices to CapMetro which are then reviewed by the DPO and/or ED prior to submission to Cap Metro.

We additionally use Common Ground Convio/Blackbaud for donations and donor management tracking including grant checks from foundations but not government grant reimbursements.

4. Please provide any **audits reports** (especially **single audit**) reports conducted in FY12 -13.

Ok. We don't receive enough funding for a single audit but have our FYE 2012 audited financials available for your review.

5. Please provide any audited findings and document the steps that were taken to resolve such findings in an audit.

N/A

*(be prepared to discuss and support and report your organization's requirement to have a single audit. Simply put the requirement is based on you having \$500,000 or more in Federal award related spending in a year. Careful though; you may have gotten less than \$500,000 from FTA via CMTA; but did you receive and spend other Federal funds in the same year from other sources??)

6. Does your organization have a DUN's number? Please provide it here. If your organization does not have a DUN's, please get one as soon as possible. Additional Transparency related reporting and standing federal Regulations require that you Apply for and maintain a DUNs # if you have a Federal award that is \$25,000 or larger.

Yes DUNS Number: 803513464, CCR 5NSD1

Please answer the following information requests as completely as possible. I will be doing FFATA Transparency reporting based on the information provided here in association with your DUNS #

Specifically, the Transparency Act's section 2(b)(1) requires the Office of Management and Budget ("OMB") to ensure the establishment of a publicly available website that contains the following information about each Federal award:

- name of the entity receiving the award;
- amount of the award;
- information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number, program source,³ award title descriptive of the purpose of each funding action;
- location of the entity receiving the award and primary location of performance under the award, including city, State, congressional district, and country;
- unique identifier of the entity receiving the award and the parent entity of the recipient, should the entity be owned by another entity;⁴
- names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards

7. Do you as a sub-recipient have a "force Account". Do you have a force account plan or justification submitted to FTA if the force account work equals \$10,000,000 or more?

No.

8. Is there a force account plan on file for force account work of \$100,000 or more but less than \$10,000,000?

No

9. During the period from Oct. 31st, 2011 to the present; has your organization used FTA capital assistance to finance the lease of any transit facilities or equipment? If so please list and describe

No

10. Does your organization make incidental use of any FTA funded real property? If yes was FTA approval obtained.

No

11. Was any Grant Funded real property removed from service. If so was the Real property put to use in like federal programs. Please describe and provide FTA concurrence or evidence that FTA was reimbursed for disposition of Real property proceeds.

No

Did your organization dispose of any FTA funded equipment or supplies on or since Oct. 1st, 2011. If yes please describe how Capital Metro was informed and discuss the process and FTA's involvement.

We lost a vehicle in an accident on October 29, 2012 and worked through it with our CapMetro grant contact and the FTA.

Comments:

3. PROCUREMENT AND DBE

Subrecipients must use their own procurement procedures that reflect applicable State and local laws and regulations, including requirements for competitive procurement, 49 CFR Part 18 and FTA C 4220.1E, "Third Party Contracting Requirements."

Question from Triennial add on

1. Does your organization use competitive procurement requirements in your contracts pertaining to Federal Funding?

Yes

2. Has your organization included applicable federal clauses in FTA funded procurements exceeding the micro-purchase limit over \$2,000?

Yes

3. All sub-recipients of Capital Metro that receive planning, capital, and/or operating assistance and that award prime contracts exceeding \$250,000 in FTA funds in a fiscal year must also have a DBE program. Please discuss your organizations standing on this requirement and provide your DBE plan or program procedures. Be prepared to discuss this topic and provide proof of your DBE program operations should you be subject to this requirement.

N/A

4. Subrecipients that purchase rolling stock for the use in JARC and New Freedom projects must conduct pre-ward and post delivery reviews to ensure compliance with specifications and Buy America requirements. Please be prepared to supply signed Buy America certificates for any qualifying procurments. (I will have much of this in terms of Buy America certificates but may have to ask for them again so please have this ready)

We have Buy America certificates and these were provided prior to purchase to Cap Metro.

5. DEBARMENT AND SUSPENSION. The purpose of the Government wide Debarment and Suspension (Nonprocurement) regulations (49 CFR part 29) is to ensure that Federal assistance funds are not provided to anyone who has been debarred, suspended, ineligible, or voluntarily excluded from participation in Federally-assisted transactions. The U.S. General Services Administration (GSA) maintains a website, at www.epls.gov, which is updated in real time as changes to the data occur. GSA's Excluded Parties List System provides a single comprehensive list of individuals and firms excluded by Federal government agencies from receiving Federal contracts or Federally-approved subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.
 - a. U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 49 CFR part 29, requires disclosure of the status of persons and entities participating in:
 - (1) Third party contracts or subagreements of \$25,000 or more at any tier,
 - (2) Third party contracts of any amount for Federally-required audit services (such as those required under the Single Audit Act Amendments), and
 - (3) Third party contracts or subagreements requiring official DOT approval.

Be prepared to discuss your organizations debarment and suspension policy and how you assure that federal funds are not provided to any vendor that has been debarred, suspended, ineligible, or voluntarily excluded from participation in federally assisted transactions.

In pursuing a competitive selection process, FFH started with a list of vendors provided by our grant contact at Cap Metro. We also had vendors provide Buy America certificates as part of their bids and included required FTA terms in the purchase order. Selected vendors were required to certify that they were not debarred, etc.

RESTRICTIONS ON LOBBYING. Federal financial assistance may not be used to influence any Member of Congress or an officer or employee of any agency in connection with the making of any Federal contract, grant, or cooperative agreement. The designated recipient, subrecipients, and third party contractors at any tier awarded FTA assistance exceeding \$100,000 must sign a certification so stating and must disclose the expenditure of non-Federal funds for such purposes. 49 CFR part 20. Other Federal laws also govern lobbying activities. For example, Federal funds may not be used for lobbying Congressional Representatives or Senators indirectly, such as by contributing to a lobbying organization or funding a grass-roots campaign to influence legislation (31 U.S.C. 1352). These laws do not prohibit general advocacy for transit. Providing information to legislators about the services a recipient provides in the community is not prohibited, nor is using non-Federal funds for lobbying, so long as the required disclosures are made.

Please list in detail any and all lobbying activities and expenditures that your organization is participating in.

FFH does not participate in lobbying activities. We are members of One Voice Central Texas, an advocacy organization.

Public Comments FARE & Service changes

Document a

a. Description of Procedures for Public Comment on Fare Increases and Major Service Reductions for Grantees and Subrecipients				
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- a. What is considered to be a "major" service reduction?
- b. How are public comments solicited?
- c. How are comments considered in the decision-making process?

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If this question pertains to you; please Describe your organization's procedures for Fare Increases and Service Changes

In terms of allowing the public to comment on such changes prior to implementing such changes.

1. Do subrecipients, contractors, and lessees operating fixed route service supported with Section 5307 funds allow elderly persons, persons with disabilities, and persons with a Medicare card to pay, during off peak hours, one half the fare generally paid during peak hours?		
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If you are a subrecipient receiving 5307 (5307 is not JARC 5316 or NEW Freedom 5317) funds please describe your procedures for providing half fares to elderly persons, persons with disabilities, etc during off peak hours.

Review Questions (YES or NO

1. Does the subrecipient intend to participate in future procurement opportunities? *Yes, if selected for a third transportation grant and will use process along lines of last two efforts.*

If yes, does the subrecipient have written procurement policies and procedures? *Yes- part of our financial policies*

2. Do procurement procedures provide for and/or address the following:

§ Written standards of conduct *Yes- conflicts of interest*

§ Review of procurement requests to avoid duplicative or unnecessary purchases *Yes*

§ Written procurement history (rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price) *At least three bids for board approved and planned/budgeted expenditures, board approval for unbudgeted expenditures.*

§ Written protest procedures *No*

§ Written selection procedures *Some- expectation that will be item specific.*

§ Full and open competition ????

§ Prohibition of geographic preferences - *not generally*

§ DBE and HUB participation *yes*

Third-Party Contracts (YES or NO and then comments)

3. Have all applicable certifications and assurances (FTA clauses: Ref. Best Practices Procurement Manual Appendix. A. 1) been included in current federally funded procurement?

Yes

5. Are contracts limited to five years for any rolling stock or replacement parts?

??????

5. Were any goods or services purchased based upon procurement activities that were conducted prior to 5/29/2002? If yes, are term limits for each of these contracts less than or equal to five years as permitted by the FTA at that time?

N/A

6. Were any goods or services purchased based upon procurement activities that were conducted since 5/29/2002? If yes, do the procurement policies provide for an equitable extension of contracted term limits?

Yes and No

7. Is a cost or price analysis performed in connection with every procurement? *Yes*

8. Were there any sole-source awards during the past year? If yes, do files contain the appropriate justification and/or documentation for such an award?

Bus Testing (YES or NO and then comments)

9. Does the bus model require Altoona testing (except Type 1-raised roof van)?
If yes, was a test report given?

10. Was the report received prior to expenditure of FTA funds?

Disadvantaged Business Enterprise (DBE) (YES or NO and then comments)

11. Did the organization receive more than \$250,000 in federal funds? *NO*

If yes, was a Semi-Annual Form "Uniform Report of DBE Awards completed and forwarded to the Business Opportunities Section and the TxDOT district by the prescribed reporting period? Reporting Period: May 10 (Oct. 1 - Mar 31) and Nov. 15 (April 1 - Sept. 30).

12. If requested, can documentation ("good faith efforts") be presented that DBE's have had the maximum opportunity to compete for and perform contracts and subcontracts financed in whole or in part with FTA funds?

Comments:

4. ASSET MANAGEMENT

Pursuant to FTA C 5010.1C, 43 TAC 31.48, subrecipients must meet minimum financial requirements prescribed by state law and TxDOT. Pursuant to FTA C 5010.1C and 43 TAC 31.50, subrecipients should cooperate with TxDOT districts in performing every two years a physical inventory of all transit equipment.

From Triennial review add on questions

Does your organization have FTA funded vehicles or facilities that are maintained by your organization, leased to other service providers, or maintained under contract? Please describe. (this will apply to most of you and is just a broad qualifying question)

Review Questions

Insurance (YES or NO and then comments)

1. Can a current insurance policy or declaration be provided that establishes financial responsibility? Yes

If yes, does the policy or declaration contain the following:

§ The name and address of the insured Yes

§ The premium charged for each line of coverage

§ The policy period yes

Insurance (YES or NO and then comments) Yes

§ Comprehensive and Collision coverage

§ Complete listing of all transit vehicles yes

§ The Minimum Amounts of Liability Coverage Yes

Facilities (YES or NO and then Comments) N/A

2. Is there an insurance policy for each state and federally funded facility that includes the following?

§ The name and address of the insured

§ The premium charged for the coverage

§ Coverage for all applicable structures/major equipment

§ Original purchase/construction cost

§ The policy period

§ Verification of Capital Metro as title/lien holder

Inventory (YES or NO and then Comments)

3. Has a physical inventory been completed within the last two years? If yes, when? *Not sure*

4. Have there been any changes to the status of real property and/or equipment since the last physical inventory? If yes, was Capital Metro notified in writing? *yes*

5. Has an accurate inventory been provided to Capital Metro before November 1st 2012? *yes*

6. Is there a control system (fencing, security systems, etc.) in place to prevent loss, damage or theft of property? *No*

7. Are vehicles and equipment used for incidental use related to the services of the project?
Yes- for CAFB food pick-up, furniture

8. Have specialized equipment been purchased such as racks or heating or refrigeration units related to meal delivery? *No*

9. Is a vehicle dispatched solely for purpose of delivering meals? *No*

Maintenance Program (YES or NO and then comments) *Yes*

1. Does the maintenance program include:

§ Written maintenance plan *Yes*

§ Preventive maintenance inspections and scheduled services *Yes*

§ Warranty compliance and recovery *Yes*

§ Provisions for accessible equipment *Yes*

§ Management of maintenance resources ?

§ Standards for maintenance subcontractors ?

Inspections and Checklists (Please provide all maintenance logbooks with service schedules and identify all applicable vehicles according to vehicle License Plate #)
Answer the following Questions (Yes or No and then add comments)

Are pre-trip inspections conducted? yes

Does the PM plan describe the inspection procedures for each item listed on the inspection of servicing checklist?

Does the schedule indicate when (according to mileage or time) each service is scheduled to be performed?

Does the schedule indicate the date/mileage when services were performed? yes

Using the vehicle maintenance log with the service schedule and pre-trip inspection checklist compare when a service was due vs. when service was performed. Is the correlation reasonable? (10 percent +/-)

Maintenance Procedures for Accessible Equipment (YES or NO and then Comments)

When a lift is found to be inoperative, when is the vehicle taken out of service?

Facility/Equipment Inspection (YES or NO and then Comments)

Was a facility/equipment/real property purchased using FTA/TxDOT funds? If yes, is

there a facility/equipment maintenance program that includes a plan for inspections and preventive maintenance activities to ensure that facilities and equipment are protected from deterioration?

Maintenance Resources (YES or NO and then Comments)

20. Does the maintenance plan address the following?

§ Ongoing expense data and Road call records

§ Tool purchases and Maintenance Training

§ Complete vehicle maintenance history for each vehicle

Maintenance Standards for Vehicles and Equipment Leased or Maintained Under Contract

21. Do you: (yes or No and then comments)

A. "Lease out" vehicles for transit operations?

Is maintenance included?

B. Subcontract transit operations?

Is maintenance included?

If yes, what portion of the service is being contracted out (i.e., engine replacements, AC systems, etc.)?

Can copies of lease or maintenance agreements be provided?

Comments:

5. CHARTER BUS N/A

Pursuant to 49 CFR 604.9 Subrecipients are prohibited from using FTA funded equipment or facilities to provide charter service except when one or more of the exceptions set forth in the charter service regulation have been met.

CHARTER SERVICE. Title 49 U.S.C. 5323(d) places limits on the charter services that Federally-funded public transportation operators may provide. The charter service regulation (49 CFR part

604) prohibits FTA recipients from providing any charter service using FTA funded equipment or facilities if there is at least one private charter operator willing and able to provide the charter service that the recipient proposes to provide. The regulation applies to both buses and vans. Any JARC recipient desiring to provide charter service must publish a notice annually and determine whether there are any private charter operators willing and able to provide the service. The designated recipient may conduct this process for itself and subrecipients or delegate this responsibility for the subrecipients to any or all of the subrecipients. The designated recipient must sign a charter agreement as part of the annual certifications and assurances and obtain and retain signed charter agreements from its subrecipients.

Review Questions (YES or NO and then comments)

1. Is charter service using FTA-funded or maintained vehicles provided under one of the exceptions? If no, skip this section. If yes, circle the exception that best describes the charter service:

- a. Government officials on official government business
- b. Qualified Human Service Organization (QHSOs)
- c. Leasing FTA funded equipment and drivers
- d. When no registered charter provider responds to notice from an agency
- e. Agreement with registered Charter providers
- f. Petitions to the Administrator

2. Did the transit agency provide notice to all registered charter providers prior to providing the requested charter service?

3. Was all charter service reported timely?

Reporting schedule is as follows:

<u>Quarter Report</u>	<u>Deadline</u>
January 1 - March 31	April 30
April 1 - June 30	July 30
July 1 - September 30	October 30
October 1 - December 31	January 30

4. Are the following records documenting the service retained by the charter service operator?

- a. The group's contact information
- b. The date and time of the service
- c. The number of passengers
- d. The origin, destination, and trip length (miles and hours)
- e. The fee collected, if any; and
- f. The vehicle number for the vehicle used to provide the service

Comments:

6. SCHOOL BUS N/A

Pursuant to 49 CFR Part 605, subrecipients are prohibited from providing exclusive school bus service.
Review Questions (YES or NO and then Comments)

- 1. Is federally funded equipment or facilities used to provide school bus operations exclusively for the transportation of students and school personnel?
- 2. Is "Tripper Service" provided? School tripper service should operate and look like all other regular service.

Comments:

7. ADA

Pursuant to 49 CFR Part 37, the Americans with Disabilities Act of 1990 provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility and the provision of service.

Subrecipients are required to provide service to individuals with disabilities that are comparable to the level of service provided to individuals without disabilities. Subrecipients operating a fixed route system must provide paratransit or other special disabilities that use the fixed route system.

Review Questions (Yes or No and then Comments)

Securement, Lift, Availability and Access

1. Is there a policy that covers the securement of mobility devices?
2. Are publicized services made in accessible formats (i.e., large print, TDD, Braille, audio tape)? NO
3. Is there a written policy on service animals? *Not for IHN. Was one for Safe Sleep*
4. Is adequate time allotted for the embarking and disembarking of passengers?
Training and Service Equivalency?
5. Is training provided to agency personnel and subcontractors for the safe operation of vehicles, accessibility equipment, and the proper treatment of persons with disabilities?

Number of staff trained this year? .

Training and Service Equivalency (YES or NO and then add comments)

6. Using the same type of service (i.e., fixed route, paratransit, demand response), is the fare and service provided to a disabled passenger the same as the fare that is charged to a non-disabled passenger?
7. Are trips prioritized for any purpose?
8. Are fares charged for Personal Care Attendants?

ADA questions from the Triennial (addons)

<p>1. Since the last review, has the subrecipient purchased or leased any <u>used</u> bus or rail vehicles for use in fixed route service?</p> <ul style="list-style-type: none"> ▪ <i>If yes, do the vehicles comply with the applicable standards under 49 CFR Part 38?</i> ▪ <i>If no, does the grantee have documentation of good faith efforts meeting the requirements of 49 CFR 37.73(c), 37.81(c), or 37.87(c) to obtain accessible used equipment?</i> 	Yes	
<p>2. Since the last review, has the subrecipient remanufactured any existing bus or rail vehicles for use in fixed route service?</p> <p><i>If yes, are the vehicles readily accessible to people with disabilities, including those who use wheelchairs?</i></p>	No	

<i>If no, has the grantee documented the results of the engineering analysis demonstrating a significant adverse impact on the structural integrity of the vehicle as required under 49 CFR 37.75(c), 37.83(c), or 37.89(c)?</i>		
3. If the subrecipient contracts for fixed route service, including commuter bus service, how does the grantee know that the buses used for the service are accessible?	N/A	
4. Since the last review, has the subrecipient purchased or leased any new vehicles that are not accessible for demand responsive service, including route deviation service? <i>If yes:</i> a. Is the grantee or subrecipient providing equivalent service as specified under 49 CFR 37.77(c) and 37.105? b. Has the grantee or subrecipient documented its analysis of equivalent service? c. Has the subrecipient filed a certification of equivalent service? d. Has the state obtained a certification of equivalent service from Section 5307 and 5311 subrecipients?	No	

Question 7

5. How does your sub recipient organization ensure that you comply with the ADA requirements for the acquisition of accessible services? Please provide any ADA related policies or procedures.	We have policies in employee and client materials	
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Question 8

6. Since the last review, has your organization as a subrecipient constructed any new transit facilities? Are the facilities accessible?	No	
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Question 9

<p>7. Since the last review, has the grantee or a subrecipient altered any transit facilities in any way? <i>If yes:</i></p> <ul style="list-style-type: none"> ▪ Were the modifications in accordance with Appendix A to 49 CFR Part 37, the ADA Accessibility Guidelines (ADAAG)? ▪ <i>If no</i>, has the grantee provided documentation sufficient to support the determination that the facility was made accessible to the maximum extent feasible or that the cost of alterations required to the path of travel were disproportionate to the overall alterations in terms of cost and scope? 	No	
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Question 12

8. How are ADA requirements communicated to your employees?	In policy document. They sign that they have read.	
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Question 14

9. Are personnel, contractors, subrecipients, and lessees trained to proficiency so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service with respect, courtesy, and sensitivity?	yes	
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10. Has the subrecipient received any complaints of discrimination due to disability? What is the status of the complaints?	no
11. Are there any lawsuits alleging discrimination on the basis of disability If so, identify parties to suits and issues?	no

Facilities (YES or NO and then add comments)

9. Does the facility(s) have at least one accessible entrance? Yes

10. Are bathrooms and water fountains provided and accessible? No water fountains. Main DRC bathroom not wheelchair accessible. Congregations have accessible bathrooms, including the church next door.

11. Are public and common use areas accessible? Yes

12. Have any facilities been modified? If yes, were the modifications in accordance with 49 CFR Part 37, "ADA Accessibility Guidelines?" No

Paratransit as a Complement to Fixed-Route Service (YES or NO and then add comments) No

13. Is a fixed route service provided? If no, skip questions 23-34. If yes, do you have a Complementary Paratransit Plan? When was the plan updated? paratransit plans have been required since January 26, 1992, with annual updates due each succeeding January 26.

14. Are eligibility decisions made within 21 days of receipt of complete application?

15. Is there an appeals process?

16. Does the process allow the applicant the opportunity to be heard and to present information?

17. Is next day service provided?

18. Are trips scheduled within one hour of the requested trip time?

19. Are fares no more than twice the fixed route fare?

20. Is service provided within 3/4 mile of fixed routes?

21. Are fares charged for Personal Care Attendants?

22. Is service available during the same hours and days as fixed route?

23. Does subscription service exceed 50 percent (unless there is non-subscription capacity)?

24. How does the subrecipient ensure there is no pattern or practice of trip denials? Untimely pick-ups? Missed trips? Excessively long trips?

25. How are trip denials recorded?

26. CMTA Monitors should observe a minimum of one of the following subrecipient functions where applicable.

Observing transit agency reservation process

Observing transit agency scheduling

Observe transit agency dispatching

Observing ADA complementary paratransit eligibility process

(FOR CMTA MONITOR to Describe and Add comments where Applicable)
Description of Observation

Comments/

8. TITLE VI

Pursuant to FTA C 4702.1, 49 CFR Part 37, 38 and the 43 TAC 31.42, subrecipients shall prohibit discrimination on the grounds of race, color, national origin, sex, age, physical or mental disability, or religion in the delivery of public transit services.

Review Questions

Complaints and Lawsuits (YES or NO and then add comments)

1. Are there complaint policies and procedures? Yes

2. Are procedures for filing complaints (organization name, phone numbers, etc.) readily accessible to riders, employees, and applicants? Will be

3. Are or were there any transit related lawsuits/complaints filed within the past year? If yes, does the review of lawsuits/complaints denote a pattern of discrimination?

No

If yes, provide the following information:

§ The date the lawsuit/complaint was filed

§ The name and address of the complainant

§ A summary of the allegation

4. Is a list maintained and are complaints documented and are they assigned to the appropriate transit staff for investigation?

5. Do riders, employees, and applicants have the option to file a complaint with organizations other than the subrecipient? If so, who:

6. What is the name and title of the person in the organization responsible for ensuring Civil Rights requirements are fulfilled?

7. Has a federal (FTA) civil rights compliance review performed within the past year? If yes, attach the following information: Last review by CapMetro was April 2012

§ The name of the agency or organization conducting the review

§ A summary of findings and recommendations

§ The status or disposition of the recommendations

Title VI Program (YES or NO and then add comments)

8. Do you have a Title VI Program consisting of the following elements:

§ Title VI Notice to the Public, including a list of locations where the notice is posted Yes

§ Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint) yes

§ Title VI Complaint Form yes

§ List of transit-related Title VI investigations, complaints, and lawsuits *nothing filed*

§ Public Participation Plan, including information about outreach methods to engage *Do not have* minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission

§ Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP)

§ A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees

§ A description of how the agency monitors its subrecipients for compliance with Title VI, and a schedule of subrecipient Title VI Program submissions

§ A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program.

We can provide this for employment policy manual that includes Title VI provisions

9. In order to ensure meaningful access to programs and activities, transit providers shall use the information obtained in the Four Factor Analysis to determine the specific language services that are appropriate to provide. Were the following Four Factors (e.g. Four Factor Analysis) used to determine which language assistance services are appropriate?

Have read the document but have not applied it.

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or recipient

12-25% of the persons served through IHN are Hispanic/Latino, but not LEP.

2. The frequency with which LEP persons come into contact with the program. *Not often. Until August 30 2012 we had a bilingual employee to help LEP callers. Do not currently have this.*

3. The nature and importance of the program, activity, or service provided by the program to people's lives.

4. The resources available to the recipient for LEP outreach, as well as the costs associated with that outreach.

5. Are vital documents (schedules, brochures, etc.) provided in languages other than English? Examples of vital documents include an ADA complementary paratransit eligibility application, a Title VI complaint form, notice of a person's rights under Title VI, and other documents that provide access to essential services.

no

6. How are minority organizations/communities notified of public meetings, program opportunities, new or a change in service (i.e., hours of service, delivery points) using the media, city, and council representatives, etc.?).

9. EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to FTA C 4704.1, 49 CFR Part 37, 38 and the 43 TAC 31.42, subrecipients shall prohibit discrimination on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participating in, or denied the benefits of, or be subject to discrimination in employment under any project, program, or activity receiving Federal financial assistance under the Federal transit laws.

Review Questions (YES or NO and add comments)

1. Is there an EEO policy? Yes

2. Does the policy include the following elements?

§ Title VI Complaint Form Yes

§ Clearly visible support at the highest level of management. Yes

§ Staff with appropriate skills that have specific responsibility for developing an EEO policy.

§ A plain language definition of EEO aims, documented in a clear statement to be issued by the chief executive or transit director.

§ All designated groups (race, color, national origin, religion or sex) are covered in the EEO policy. *Yes also sexual preference, gender expression, identity, genetic status, etc.*

§ A statement of the EEO responsibilities of managers, supervisors and other staff. Yes

§ A statement of commitment to an ongoing process to keep the EEO policy relevant and effective. Yes

§ A statement ensuring the subrecipient will strive to keep the work environment free from discrimination and that policies and procedures will be distributed both internally and externally. *No statement on externally although we do distribute to funders*

§ A statement ensuring the subrecipient will make reasonable accommodations for persons with disabilities. yes

§ A statement that addresses harassment, intimidation, and coercion in any form. yes

3. Are the required posters/materials placed in conspicuous places (lunch rooms, building entry, lobby, etc.) and made available to employees and applicants?

§ Texas Commission on Human Rights - The Law in Texas (English & Spanish) yes

§ Texas Workforce Commission Notice - Texas Payday Law (English & Spanish) yes

§ EEO Policy Statement yes

§ Equal Employment Opportunity (EEO) (English & Spanish) yes

§ Family and Medical Leave Act (FMLA) of 1993 yes

§ Employee Polygraph Protection Act (English & Spanish)

§ Fair Labor Standards Act (FLSA)

4. Are 50 or more transit-related employees (including temporary, full-time or part-time employees either directly employed and/or through contractors) employed?

If yes, has the organization received in excess of \$1 million in capital or operating assistance or in excess of \$250,000 in planning assistance in the previous federal fiscal year? No

If yes, is there an EEO Plan?

Comments:

10. DRUG AND ALCOHOL PROGRAM

Pursuant to 49 CFR Part 655, recipients of Section 5311 funds must have a drug and alcohol testing program in place for all safety-sensitive employees. Transit Providers are required to maintain a drug-free workplace for all employees and to have an ongoing drug-free awareness program.

DRUG AND ALCOHOL TESTING. Recipients or subrecipients that receive only JARC, New Freedom, or Section 5310 assistance are not subject to FTA's Drug and Alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's Licenses (CDLs) (49 CFR part 382). JARC recipients and subrecipients that also receive funding under one of the covered FTA programs should include any employees funded under JARC projects in their testing program. An FTA compliant testing program, as required by the receipt of FTA operating or capital funding (5307, 5309, 5311), can be used for Section 5310, JARC, and New Freedom employees; there is no need to have two testing programs. Employees of a subrecipient of Section 5310, JARC, or New Freedom funds from a designated recipient of another FTA program (such as 5307 or 5311) should also be included in the designated recipient's testing program.

Our drivers are not required to have CDLs. We have policies for employees and clients, including random and for cause testing.

Review Questions

Complaints and Lawsuits (YES or NO and add comments) No

1. Is there a Drug and Alcohol testing program for safety sensitive employees? yes
2. Is there a Drug and Alcohol policy as required by FTA Drug and Alcohol regulations? yes
3. Is transit service subcontracted? If yes, how do you monitor subcontractors with safety sensitive employees to ensure drug and alcohol testing programs are administered in

accordance with the regulations? *No*

Comments:

September 15, 2013

2013

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LaDonna Brazell & San Juana Gonzales
Contract Compliance Specialist(s)
Travis County Health & Human Services Finance

Dear Ms. Brazell and Ms. Gonzales:

I am writing to respond to your letter dated August 14 concerning monitoring of Foundation for the Homeless' Family Promise- Interfaith Hospitality Network conducted on-site at Foundation for the Homeless on June 4, 2013. The letter provided in pertinent part as follows:

Finding: Travis County has a reimbursement contract with Foundation for the Homeless. FFH's financial records did not link County billings to actual expenses. FFH has been billing 1/12 of the contract each month, approximately 30% of one person's salary. However, the general ledger only reflects the credit from the County to the main fund. We were unable to match the amount billed to the staff salary being charged to the contract. We must be able to match amounts billed to the contract to actual incurred expenses.

Corrective Action: Until further notice, Foundation for the Homeless is required to submit supporting documentation for all invoices submitted for this contract. FFH has budgeted the entire contract to salaries, therefore, supporting documents are to include; a salary allocation plan, timesheets and paystubs for all staff billed to the contract, and an expanded general ledger showing salary costs.

Recommendation: During our review, we were told that salaried employed [sic] are exempt from keeping timesheets. We recommend the agency have all employees keep timesheets that record time worked and leave used and also document time spent on each funded program.

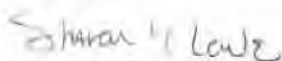
Foundation for the Homeless is happy to submit the supporting documentation as requested and has included this with our most recent invoice which has been mailed to Ms. McCauliff. Travis County has not previously requested this documentation.

Beyond this, I would like to clarify or correct two items in the letter. First, the statement that "salaried employees are exempt from keeping timesheets" is not correct. Excepting only the Executive Director, every FFH employee, whether classified as "exempt"/salaried or "nonexempt"/hourly, is required to keep and submit weekly timesheets. Seven employees work full or part-time in the IHN program. The Director of Programs and Operations, Trey Nichols, works 50% or more of his hours directing IHN and this is the position that we charge to the Travis County grant contract.

Second, we would like to correct the name and contact information for the current board chair since January 2013 who is Rex Bull. His home address is 15310 Rainbow One St., Austin, Texas 78734, email: rex@chiefoutsiders.com Phone: 512-633-8314(m).

Please know that Foundation for the Homeless is very grateful for our relationship and the supportive services provided to homeless families through this contract with Travis County. Please let us know if you have other questions or concerns.

Best regards,



Sharon Lowe, J.D., M.A. Pastoral Ministry
Executive Director